

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 4, 2019

### **MISSION STATEMENT**

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES  
THAT FACILITATE ECONOMIC OPPORTUNITY  
AND ENHANCE QUALITY OF LIFE.**

**MAYOR DAVID A. CONDON**

**COUNCIL PRESIDENT BEN STUCKART**

**COUNCIL MEMBER BREEAN BEGGS**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**

## CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

**SPEAKING TIME LIMITS:** Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**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 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto: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.

If you have questions, please call the Agenda Hotline at 625-6350.



**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |  |                                    |               |
|--|------------------------------------|---------------|
| 1. Purchase from Kenworth Sales, (Spokane, WA) a Tank truck for the Wastewater Maintenance Department using the Sourcewell Contract # 081716-KTC—\$178,665.43 (incl. tax).<br><b>Raylene Gennett</b>   | Approve                            | OPR 2019-0937 |
| 2. Contract with CompuNet for Cisco hardware, maintenance, support and installation services; 5 years licensing and 1 year maintenance and support—\$309,431.03 (incl. tax).<br><b>Michael Sloon</b>   | Approve                            | OPR 2019-0938 |
| 3. Contract Amendment with Azteca Systems, LLC to upgrade to a Citywide ELA for Cityworks Software Annual Software Maintenance and Support from November 1, 2019 through March 31, 2020—\$15,880.89 (incl. tax).<br><b>Michael Sloon</b>   | Approve                            | OPR 2016-0235 |
| 4. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payments | CPR 2019-0002 |

5. City Council Meeting Minutes: \_\_\_\_\_, 2019.

Approve  
All

CPR 2019-0013

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## **EXECUTIVE SESSION**

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

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## **CITY COUNCIL SESSION**

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

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## OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35831 amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Reprographics Fund

FROM: Unappropriated Reserves, \$26,324;

TO: Various Accounts, same amount.

(This action allows for purchasing printing supplies and repair Press in Reprographics.)

**Marlene Feist**

### EMERGENCY ORDINANCES

ORD C35826 (To be considered under Hearings Item H1.)

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0095 Setting hearing before the City Council for December 9, 2019 for the vacation of the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, as requested by Richard Ziesmer.

**Eldon Brown**

RES 2019-0096 Setting hearing before the City Council for December 9, 2019 for the vacation of the alley between vacated Joseph Ave and vacated Nebraska Ave, from the east line of Market Street to the railroad right-of-way as requested by Matt Barton.

**Eldon Brown**

- ORD C35827 Regarding the reformation of the West Plains / Airport Area Public Development Authority and approving its charter and bylaws.  
**Council President Stuckart**
- ORD C35828 Regarding the reformation of the University District Public Development Authority and approving its charter and bylaws.  
**Council President Stuckart**
- ORD C35829 Regarding the reformation of the Northeast Public Development Authority and approving its charter and bylaws.  
**Council President Stuckart**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35832 Relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 8.02.0206.  
**Jake Hensley**
- ORD C35833 Of the City of Spokane, Washington, adopting a six-year Citywide Capital Improvement Program for the years 2020 through 2025 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.  
**Paul Ingiosi**

FURTHER ACTION DEFERRED

## NO SPECIAL CONSIDERATIONS

## HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

### RECOMMENDATION

- |     |   |  |               |
|-----|---|--|---------------|
| H1. | Hearing on Emergency Ordinance C35826 amending Spokane Municipal Code 17C.124.035 "Characteristics of Downtown Complete Street Designations" to allow for the vacation of all or parts of right-of-ways designated as a complete street to accommodate a public use; and declaring an emergency.<br><b>Louis Meuler</b> | Pass Upon<br>Roll Call<br>Vote<br>(Requires 5 affirmative votes) | ORD C35826    |
| H2. | Hearing on 2020 Proposed Budget.<br><b>Paul Ingiosi</b>   | Hold Hrg.<br>then<br>Continue to<br>11/11/19                     | FIN 2019-0001 |

**Motion to Approve Advance Agenda for November 4, 2019  
(per Council Rule 2.1.2)**

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**OPEN FORUM (CONTINUED)**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

**ADJOURNMENT**

The November 4, 2019, Regular Legislative Session of the City Council is adjourned to November 11, 2019.

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**NOTES**

**Agenda Sheet for City Council Meeting of:**

11/04/2019

<u>Date Rec'd</u>	10/22/2019
<u>Clerk's File #</u>	OPR 2019-0937
<u>Renews #</u>	

<u>Submitting Dept</u>	FLEET OPERATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RAYLENE GENNETT 625-7909	<u>Project #</u>	
<u>Contact E-Mail</u>	RGENNETT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	DR1289
<u>Agenda Item Name</u>	5100 PURCHASE OF TANK TRUCK		

Agenda Wording

Fleet Services would like to purchase a Tank truck for the Wastewater Maintenance Department. The truck will be purchased from Kenworth Sales, Spokane, WA, for \$178,665.43 incl. tax. Purchase will be made using the Sourcewell Contract # 081716-KTC.

Summary (Background)

The Tank Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Tank Truck for the Wastewater Maintenance Department. Funding for this is included in the Wastewater Maintenance budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 175,062.65	# 4310-43100-94000-56405-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	October 28, 2019
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	mmartinez, sjohnson, rgennett	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>WASTEWATER MANAGEMENT</u>	KEGLEY, DANIEL		

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Tank Truck
<b>Date:</b>	October 28, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase a Tank truck for the Wastewater Maintenance Department. The truck will be purchased from Kenworth Sales, Spokane, WA, for \$178,665.43 including tax. Purchase will be made using the Sourcewell Contract # 081716-KTC.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Tank Truck will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of the Tank Truck for the Wastewater Maintenance Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Wastewater Maintenance budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> 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:	



Kenworth Sales Company - Spokane (T056)  
6420 East Broadway  
Spokane, Washington 99212

City of Spokane Fleet Services

Phone: 509-534-2643  
Fax: 5095341358  
Email:

Phone: 509-625-7706  
Fax:  
Contact Email: mmartinez@cityofspokane.org

## Customer Quote

### Equipment

Quantity:	1
Truck Price:	\$123,579
Dealer Options:	\$82,785
Extended Warranty:	\$0
Equipment Price:	\$184,120
Surcharges Not Subject to Discount:	\$0
Options Not Subject to Discount:	\$0
Factory Freight Cost:	\$2,475
Total Equipment Price:	<u>\$186,595</u>

**NET Sale Price:** **\$163,763**

### Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$0
Other:	\$1,623

**Quotation Total:** **\$163,763**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2018

Date: October 04, 2019

Deal: T370 WATER TANK

Quote Number: QUO-425656-L6S2C9

Printed On: 10/4/2019 10:38:49 AM



**Agenda Sheet for City Council Meeting of:**

11/04/2019

<u>Date Rec'd</u>	10/22/2019
<u>Clerk's File #</u>	OPR 2019-0938
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21103
<u>Agenda Item Name</u>	5300 COMPUNET HARDWARE ETC		

Agenda Wording

Approval for Cisco hardware, maintenance, support and installation services; 5 years licensing and 1 year maintenance and support from CompuNet. Requesting \$309,431.03 inc. tax for the hardware purchase, licensing and annual maintenance and support.

Summary (Background)

The CCB datacenter provides redundant UPS and generator power for continuity of operations; whereas, the City Hall datacenter does not. The network hardware, maintenance and support, licensing, racks and power distribution units are to buildout the CCB datacenter for mission critical IT services. Parks infrastructure and wireless requires additional network attached devices and wireless access points, maintenance, support and licensing.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 309,431.03 inc tax	# 5310-73100-94000-56409
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	PIES 10/28/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Tom McFarlin - tmcfarlin@compunet.biz	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Pricing is utilizing Washington State Contract Number: 01114 - NASPO Master Contract Number: AR233(14-19). Term is December 1, 2019-November 30, 2020 for SmartNet maintenance and support contract. Term is December 1, 2019- November 30, 2024 for Digital Network Architecture (DNA) licensing.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List




**City of Spokane**

**CONTRACT**

Title: **CISCO HARDWARE, LICENSING  
AND EXTENDED SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Company was selected from Washington State Contract Number: 01114 – NASPO Master Contract Number: AR233(14-19).*

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with Cisco Hardware, five (5) years' operating system licensing, and one (1) year SmartNet extended support in accordance with Compunet, Inc.'s Quotes Nos. DE128889, MSJ130816, and MSJ130771, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin December 1, 2019 and run through November 30, 2020, for the SmartNet maintenance and support. The DNA Licensing shall begin December 1, 2019 and run through November 30, 2024.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **THREE HUNDRED NINE THOUSAND FOUR HUNDRED THIRTY ONE AND 03/100 DOLLARS (\$309,431.03)**, including tax and shipping for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, 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 Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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.

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 the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the

concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Contract 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 Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, 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 Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

**COMPUNET, INC.**

**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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment  
Exhibit B – Compunet, Inc.'s Quotes

**EXHIBIT A**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

**Bill To:**

City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301

**Ship To:**

City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301

**Quote Information:**

Quote #: DE128889  
Version: 2  
Delivery Date: 10/15/2019  
Expiration Date: 11/15/2019

**Prepared by:**

Doug Eason  
(208) 286-3026  
deason@compunet.biz

**Prepared for:**

Del Murphy  
(509) 625-6982  
dimurphy@spokanecity.org

## Hardware

Description		List Price	Price	Qty	Ext. Price
AIR-ACC1530-PMK2=	Pole Mount Kit for AP1530 Series with tilt adjustment	\$259.00	\$112.66	12	\$1,351.92
AIR-AP1562I-B-K9	802.11ac W2 Low-Profile Outdoor AP, Internal Ant, B Reg Dom.	\$1,890.00	\$822.15	3	\$2,466.45
SWAP1560-LOCAL-K9	Cisco 1560 Series Unified Local Mode Software	\$0.00	\$0.00	3	\$0.00
AIR-DNA-A	Aironet CISCO DNA Advantage Term Licenses	\$0.00	\$0.00	3	\$0.00
AIR-DNA-A-5Y	Aironet CISCO DNA Advantage Term Licenses	\$1,000.00	\$435.00	3	\$1,305.00
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	\$0.00	\$0.00	3	\$0.00
D-CISCODNAS-SEE-5Y	Cisco DNA Spaces See Term 5Y	\$0.00	\$0.00	3	\$0.00
WLC-AP-T	Aironet AP License Term Licenses	\$0.00	\$0.00	3	\$0.00
WLC-AP-T-5Y	Aironet AP License 5 Year Term License	\$0.00	\$0.00	3	\$0.00
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	3	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	3	\$0.00
AIR-DNA-A-T	Aironet AP License Term Licenses	\$0.00	\$0.00	3	\$0.00
AIR-DNA-A-T-5Y	Aironet CISCO DNA Advantage 5 Year Term License	\$0.00	\$0.00	3	\$0.00
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	3	\$0.00



## Hardware

Description		List Price	Price	Qty	Ext. Price
AIR-ACC1530-PMK1	Standard Pole/Wall Mount Kit for AP1530/1560 Series	\$109.00	\$47.42	3	\$142.26
AIR-ACC1560-CVR=	Cover and Solar Shield for AP1560 Series	\$121.00	\$52.64	3	\$157.92
AIR-AP1562D-B-K9	802.11ac W2 Low-Profile Outdoor AP, Direct. Ant, B Reg Dom.	\$1,989.00	\$865.22	9	\$7,786.98
SWAP1560-LOCAL-K9	Cisco 1560 Series Unified Local Mode Software	\$0.00	\$0.00	9	\$0.00
AIR-DNA-A	Aironet CISCO DNA Advantage Term Licenses	\$0.00	\$0.00	9	\$0.00
AIR-DNA-A-5Y	Aironet CISCO DNA Advantage Term Licenses	\$1,000.00	\$435.00	9	\$3,915.00
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	\$0.00	\$0.00	9	\$0.00
D-CISCODNAS-SEE-5Y	Cisco DNA Spaces See Term 5Y	\$0.00	\$0.00	9	\$0.00
WLC-AP-T	Aironet AP License Term Licenses	\$0.00	\$0.00	8	\$0.00
WLC-AP-T-5Y	Aironet AP License 5 Year Term License	\$0.00	\$0.00	9	\$0.00
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	9	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	8	\$0.00
AIR-DNA-A-T	Aironet AP License Term Licenses	\$0.00	\$0.00	9	\$0.00
AIR-DNA-A-T-5Y	Aironet CISCO DNA Advantage 5 Year Term License	\$0.00	\$0.00	9	\$0.00
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	9	\$0.00
AIR-ACC1530-PMK1	Standard Pole/Wall Mount Kit for AP1530/1560 Series	\$109.00	\$47.42	9	\$426.78
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	\$1,596.00	\$694.26	4	\$2,777.04
AIR-DNA-A	Aironet CISCO DNA Advantage Term Licenses	\$0.00	\$0.00	4	\$0.00
AIR-DNA-A-5Y	Aironet CISCO DNA Advantage Term Licenses	\$1,000.00	\$435.00	4	\$1,740.00
WLC-AP-T	Aironet AP License Term Licenses	\$0.00	\$0.00	4	\$0.00
WLC-AP-T-5Y	Aironet AP License 5 Year Term License	\$0.00	\$0.00	4	\$0.00
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	4	\$0.00

## Hardware

Description		List Price	Price	Qty	Ext. Price
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	4	\$0.00
AIR-DNA-A-T	Aironet AP License Term Licenses	\$0.00	\$0.00	4	\$0.00
AIR-DNA-A-T-5Y	Aironet CISCO DNA Advantage 5 Year Term License	\$0.00	\$0.00	4	\$0.00
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	4	\$0.00
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	\$0.00	\$0.00	4	\$0.00
D-CISCODNAS-SEE-5Y	Cisco DNA Spaces See Term 5Y	\$0.00	\$0.00	4	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	\$0.00	\$0.00	4	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	4	\$0.00
SW2802-CAPWAP-K9	Cisco Aironet 2800 Series CAPWAP Software Image	\$0.00	\$0.00	4	\$0.00
WS-C3560CX-12PD-S	Cisco Catalyst 3560-CX 12 Port PoE, 10G Uplinks IP Base	\$2,782.00	\$1,210.17	1	\$1,210.17
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	1	\$0.00
C3560CX-DNA-A-12	C3560CX DNA Advantage, 12-port Term license	\$0.00	\$0.00	1	\$0.00
C3560CX-DNA-A-12-5	C3560CX DNA Advantage, 12-port, 5 Year Term license	\$1,170.00	\$508.95	1	\$508.95
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	\$75.00	\$32.62	1	\$32.62
C9300-24U-A	Catalyst 9300 24-port UPOE, Network Advantage	\$6,445.00	\$2,803.58	1	\$2,803.58
C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	\$0.00	1	\$0.00
S9300UK9-166	CAT9300 Universal image	\$0.00	\$0.00	1	\$0.00
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	1	\$0.00
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,900.00	\$826.50	1	\$826.50
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	\$0.00

## Hardware

Description		List Price	Price	Qty	Ext. Price
C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$100.00	\$43.50	1	\$43.50
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$95.00	\$41.32	1	\$41.32
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	\$0.00	1	\$0.00
C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$3,350.00	\$1,457.25	1	\$1,457.25
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$2,550.00	\$1,109.25	1	\$1,109.25
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	\$0.00	1	\$0.00
C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	\$16,535.01	\$7,192.73	1	\$7,192.73
C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	\$0.00	1	\$0.00
S9500UK9-1612	Cisco Catalyst 9500 XE 16.12 UNIVERSAL	\$0.00	\$0.00	1	\$0.00
PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	\$0.00	\$0.00	1	\$0.00
PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	\$2,100.00	\$913.50	1	\$913.50
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	\$0.00
C9500-NM-BLANK	Catalyst 9500 network module blank cover	\$0.00	\$0.00	1	\$0.00
C9500-DNA-16X-A	C9500 DNA Advantage, Term licenses	\$0.00	\$0.00	1	\$0.00
C9500-DNA-L-A-5Y	DNA Advantage 5 Year License	\$11,830.00	\$5,146.05	1	\$5,146.05
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	\$0.00	1	\$0.00
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	\$110.00	\$47.85	1	\$47.85
SFP-10G-LRM=	10GBASE-LRM SFP Module	\$1,182.00	\$514.17	6	\$3,085.02
MX250-HW	Meraki MX250 Router/Security Appliance	\$9,995.00	\$4,347.82	1	\$4,347.82
LIC-MX250-SEC-5YR	Meraki MX250 Advanced Security License and Support, 5YR	\$30,000.00	\$13,050.00	1	\$13,050.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$10,030.00	\$4,363.05	1	\$4,363.05

## Hardware

Description		List Price	Price	Qty	Ext. Price
C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	\$0.00	1	\$0.00
S9300UK9-166	CAT9300 Universal image	\$0.00	\$0.00	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$1,250.00	\$543.75	1	\$543.75
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$100.00	\$43.50	1	\$43.50
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$95.00	\$41.32	1	\$41.32
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	\$0.00	1	\$0.00
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$6,280.00	\$2,731.80	1	\$2,731.80
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	\$0.00	\$0.00	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	\$0.00	1	\$0.00
Subtotal:					<b>\$71,608.88</b>

## Acceltex

Description		List Price	Price	Qty	Ext. Price
ATS-APLBKT-COV-UNIV1	Universal AP L Bracket Wall Mount with Cover	\$93.45	\$70.09	4	\$280.36
Subtotal:					<b>\$280.36</b>

## Support (1 Year)

Description		List Price	Price	Qty	Ext. Price
CON-SNT-WSC312PD	SNTC-8X5XNBD Cisco Catalyst 3560-CX 12 Port PoE, 10G	\$159.34	\$130.66	1	\$130.66
CON-SNT-C93002UA	SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Adva	\$463.57	\$380.13	1	\$380.13

## Support (1 Year)

Description		List Price	Price	Qty	Ext. Price
CON-SNT-C95K16XA	SNTC-8X5XNBD Catalyst 9500 16-por	\$1,192.47	\$977.83	1	\$977.83
CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$721.86	\$591.93	1	\$591.93
Subtotal:					\$2,080.55

## Shipping

Description		List Price	Price	Qty	Ext. Price
Shipping	Free Ground Shipping	\$0.00	\$0.00	1	\$0.00

## Quote Summary

Description	Amount
Hardware	\$71,608.88
Acceltex	\$280.36
Support (1 Year)	\$2,080.55
Subtotal:	\$73,969.79
Estimated Tax:	\$6,583.32
Total:	\$80,553.11

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

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

Printed Name: \_\_\_\_\_

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

PO Number: \_\_\_\_\_

**Bill To:**City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301**Ship To:**City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301**Quote Information:**Quote #: MJS130816  
Version: 1  
Delivery Date: 10/14/2019  
Expiration Date: 11/13/2019**Prepared by:**Marilynne Schott  
208-562-4727  
mschott@compunet.biz**Prepared for:**Del Murphy  
(509) 625-6982  
dimurphy@spokanecity.org**N9K-C93180YC-FX**

Description		List Price	Price	Qty	Ext. Price
N9K-C93180YC-FX	Nexus 9300 with 48p 10/25G SFP+, 6p 100G QSFP, MACsec, UP	\$27,500.00	\$11,962.50	4	\$47,850.00
CON-SNT-N93YCFX	SNTC-8X5XNBD Nexus 9300 with 48p	\$847.62	\$695.05	4	\$2,780.20
ACI-N9KDK9-14.1	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.1	\$0.00	\$0.00	4	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00	4	\$0.00
NXA-FAN-30CFM-F	Nexus 2K/3K/9K Single Fan, port side exhaust airflow	\$0.00	\$0.00	16	\$0.00
NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust	\$0.00	\$0.00	8	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	8	\$0.00
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	\$0.00	4	\$0.00
C1A1TN9300XF-5Y	ACI Advantage Term N9300 XF, 5Y	\$23,761.20	\$10,336.12	4	\$41,344.48
Subtotal:					<b>\$91,974.68</b>

**N9K-C9332C**

Description		List Price	Price	Qty	Ext. Price
N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	\$36,000.00	\$15,660.00	2	\$31,320.00

## N9K-C9332C

Description		List Price	Price	Qty	Ext. Price
CON-SNT-N9KC9332	SNTC-8X5XNBD Nexus 9K ACI NX-OS Spine, 32p 40/100G	\$143.70	\$117.83	2	\$235.66
ACI-N9KDK9-14.1	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.1	\$0.00	\$0.00	2	\$0.00
N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	\$0.00	\$0.00	2	\$0.00
NXA-FAN-35CFM-PE	Nexus 2K/3K/9K Single Fan, 35CFM, port side exhaust airflow	\$0.00	\$0.00	10	\$0.00
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$0.00	\$0.00	4	\$0.00
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	\$0.00	\$0.00	4	\$0.00
C1A1TN9300XF-5Y	ACI Advantage Term N9300 XF, 5Y	\$23,761.20	\$10,336.12	2	\$20,672.24
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	\$0.00	2	\$0.00
QSFP-H40G-CU1M=	40GBASE-CR4 Passive Copper Cable, 1m	\$250.00	\$108.75	4	\$435.00
QSFP-H40G-CU3M=	40GBASE-CR4 Passive Copper Cable, 3m	\$250.00	\$108.75	10	\$1,087.50
QSFP-H40G-CU5M=	40GBASE-CR4 Passive Copper Cable, 5m	\$375.00	\$163.12	2	\$326.24
APIC-CLUSTER-L3	APIC Cluster - Large Configurations (> 1200 Edge Ports)	\$87,817.00	\$38,200.40	1	\$38,200.40
CON-SSSNT-APICCLL3	SOLN SUPP 8X5XNBD APIC Cluster - Large	\$5,204.53	\$4,267.71	1	\$4,267.71
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	\$0.00	\$0.00	1	\$0.00
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	\$0.00	\$0.00	1	\$0.00
APIC-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	\$0.00	\$0.00	12	\$0.00
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	\$0.00	1	\$0.00
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	\$0.00	\$0.00	2	\$0.00
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	\$0.00	\$0.00	1	\$0.00
APIC-PSU-M5BLK	Power Supply Blanking Panel for C220 M4 servers	\$0.00	\$0.00	1	\$0.00



## N9K-C9332C

Description		List Price	Price	Qty	Ext. Price
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	\$0.00	\$0.00	2	\$0.00
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	\$0.00	1	\$0.00
APIC-PSU1-770W	770W power supply for USC C-Series	\$699.00	\$304.06	1	\$304.06
APIC-DK9-4.0	APIC Base Software Release 4.0	\$0.00	\$0.00	1	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	1	\$0.00
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	\$2,050.00	\$891.75	1	\$891.75
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	\$0.00	\$0.00	1	\$0.00
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	\$0.00	\$0.00	1	\$0.00
APIC-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	\$0.00	\$0.00	12	\$0.00
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	\$0.00	1	\$0.00
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	\$0.00	\$0.00	2	\$0.00
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	\$0.00	\$0.00	1	\$0.00
APIC-PSU-M5BLK	Power Supply Blanking Panel for C220 M4 servers	\$0.00	\$0.00	1	\$0.00
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	\$0.00	\$0.00	2	\$0.00
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APIC-PSU1-770W	770W power supply for USC C-Series	\$699.00	\$304.06	1	\$304.06
APIC-DK9-4.0	APIC Base Software Release 4.0	\$0.00	\$0.00	1	\$0.00
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	\$0.00	\$0.00	1	\$0.00
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	\$2,050.00	\$891.75	1	\$891.75

## N9K-C9332C

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APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	\$0.00	\$0.00	1	\$0.00
APIC-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	\$0.00	\$0.00	12	\$0.00
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	\$0.00	1	\$0.00
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	\$0.00	\$0.00	2	\$0.00
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	\$0.00	\$0.00	1	\$0.00
APIC-PSU-M5BLK	Power Supply Blanking Panel for C220 M4 servers	\$0.00	\$0.00	1	\$0.00
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	\$0.00	\$0.00	2	\$0.00
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	\$0.00	1	\$0.00
APIC-PSU1-770W	770W power supply for USC C-Series	\$699.00	\$304.06	1	\$304.06
APIC-DK9-4.0	APIC Base Software Release 4.0	\$0.00	\$0.00	1	\$0.00
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	\$0.00	\$0.00	1	\$0.00
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	\$2,050.00	\$891.75	1	\$891.75
Subtotal:					\$100,132.18

## Shipping

Description		List Price	Price	Qty	Ext. Price
Shipping	Free Ground Shipping	\$0.00	\$0.00	1	\$0.00

## Quote Summary

Description	Amount
N9K-C93180YC-FX	\$91,974.68
N9K-C9332C	\$100,132.18
Subtotal:	\$192,106.86
Estimated Tax:	\$17,097.54
Total:	\$209,204.40

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

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

Printed Name: \_\_\_\_\_

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

PO Number: \_\_\_\_\_

**Bill To:**City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301**Ship To:**City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301**Quote Information:**Quote #: MJS130771  
Version: 1  
Delivery Date: 10/14/2019  
Expiration Date: 11/13/2019**Prepared by:**Marilynne Schott  
208-562-4727  
mschott@compunet.biz**Prepared for:**Del Murphy  
(509) 625-6982  
dimurphy@spokanecity.org**APC**

Description		List Price	Price	Qty	Ext. Price
AR3157	APC NetShelter SX Enclosure - 48U	\$2,835.00	\$1,842.00	4	\$7,368.00
AP8641	APC by Schneider Electric Switched Rack AP8000 24-Outlets PDU - Switched - 3 x IEC 60320 C19, 21 x IEC 60320 C13 - 230 V AC - Rack Mount	\$2,060.00	\$1,337.21	8	\$10,697.68
Subtotal:					\$18,065.68

**Shipping**

Description		List Price	Price	Qty	Ext. Price
Shipping	Free Ground Shipping	\$0.00	\$0.00	1	\$0.00

## Quote Summary

Description	Amount
APC	\$18,065.68
Subtotal:	\$18,065.68
Estimated Tax:	\$1,607.84
Total:	\$19,673.52

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

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

Printed Name: \_\_\_\_\_

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

PO Number: \_\_\_\_\_

## Briefing Paper

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Network hardware and Riverfront Park Infrastructure and Wireless
<b>Date:</b>	October 28, 2019
<b>Author (email &amp; phone):</b>	Theresa Pellham, <a href="mailto:tpellham@spokanecity.org">tpellham@spokanecity.org</a> , 625-6948
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Network infrastructure expansion and upgrades  Utilizing Budget code: 5310-73100-94000-56409
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	December 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Hardware purchase, licensing, maintenance and support
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The CCB datacenter provides redundant UPS and generator power for continuity of operations; whereas, the City Hall datacenter does not. \$228,877 is requested for network hardware, maintenance and support, licensing, racks and power distribution units to buildout the CCB datacenter for mission critical IT services.</li> <li>For Parks infrastructure and wireless to support additional network attached devices and wireless access points, \$80,553 is requested for hardware, maintenance, support, and licensing.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Hardware, maintenance, support and installation services; 5 years licensing and 1-year maintenance and support.</li> <li>Requesting \$309,431 including tax for the hardware purchase, licensing, annual maintenance and support from Compunet, Inc.</li> <li>Pricing is utilizing Washington State Contract Number: 01114 – NASPO Master Contract Number: AR233(14-19)</li> <li>Term is December 1, 2019, to November 30, 2020, for SmartNet maintenance and support</li> <li>Term is December 1, 2019, to November 30, 2024, for Cisco Digital Network Architecture (DNA) licensing</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> 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:	

DETACH BEFORE POSTING



STATE OF  
WASHINGTON

Profit Corporation

COMPUNET, INC.  
15320 E MARIETTA AVE STE 6  
SPOKANE VALLEY, WA 99216-1870

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

- SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #27170 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:

COMPUNET, INC.

Unified Business ID #: 602742439  
Business ID #: 001  
Location: 0002  
Expires: Mar 31, 2020

BUSINESS LICENSE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

*Vikki Smith*

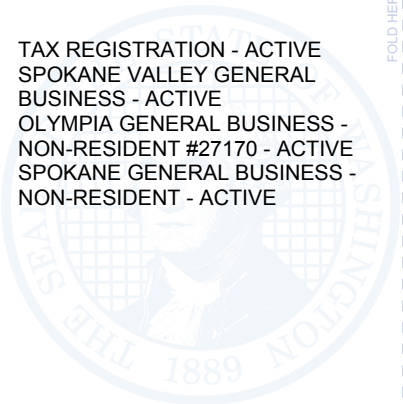
Director, Department of Revenue

UBI: 602742439 001 0002

COMPUNET, INC.  
15320 E MARIETTA AVE STE 6  
SPOKANE VALLEY, WA 99216-1870

FOLD HERE

TAX REGISTRATION - ACTIVE  
SPOKANE VALLEY GENERAL  
BUSINESS - ACTIVE  
OLYMPIA GENERAL BUSINESS -  
NON-RESIDENT #27170 - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE



STATE OF WASHINGTON

FOLD HERE

Expires: Mar 31, 2020

*Vikki Smith*

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET



COMPINC-06

SLEE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 26480 <b>HUB International Mountain States Limited</b> 2600 Rose Hill, Suite 101 PO Box 5815 Boise, ID 83705	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (208) 433-1000 <b>FAX</b> (A/C, No): (866) 898-4905 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Insurance Company <b>INSURER B:</b> Travelers Property Casualty Company of America <b>INSURER C:</b> Charter Oak Fire Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  <b>CompuNet, Inc.</b> 505 S Florence St. Grangeville, ID 83530	<b>NAIC #</b> 36161 25674 25615

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6302F572289	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA0L66165A	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3K100505	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7J954544	11/09/2018	11/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Spokane</b> Innovation and Technology Services Division 808 W Spokane Falls Blvd. Spokane, WA 99201	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**Agenda Sheet for City Council Meeting of:**

11/04/2019

<b>Date Rec'd</b>	10/23/2019
<b>Clerk's File #</b>	OPR 2016-0235
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2018-0017
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR21062

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 AZTECA CITYWORKS AMENDMENT

**Agenda Wording**

Amendment to the contract with Azteca Systems, LLC to a Citywide ELA for Cityworks Software Annual Software Maintenance and Support. Requesting \$15,880.89 including tax for the amending of this contract. Term is November 1, 2019 - March 31, 2020.

**Summary (Background)**

Cityworks is a Web-based GIS centric enterprise asset management system. It has a proven track record with the City of Spokane since 2011. The Cityworks and GIS expansion to the City's Facility Maintenance, Parks, and Street departments will leverage the combined strengths of these two established applications. The 2019 contracted amount was \$76,230.00 (inc tax). The price difference is an upgrade of the existing departmental ELA to a Citywide ELA.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>	
Expense	\$ 15,880.89	#	5300-41630-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SLOON, MICHAEL	<b><u>Study Session</u></b>	Sustainable Res 10/21/19
<b><u>Division Director</u></b>	SLOON, MICHAEL	<b><u>Other</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE		Accounting - ywang@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		Contract Accounting - aduffey@spokanecity.org
<b><u>Additional Approvals</u></b>			Legal - modle@spokanecity.org
<b><u>Purchasing</u></b>	WAHL, CONNIE		Purchasing - cwahl@spokanecity.org
			IT - itadmin@spokanecity.org
			Tax & Licenses
			Brian Haslam - bhaslam@cityworks.com

## Briefing Paper

### Finance, Administration and Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support Amendment
<b>Date:</b>	October 21, 2019
<b>Author (email &amp; phone):</b>	Bill Myers, <a href="mailto:wmyers@spokanecity.org">wmyers@spokanecity.org</a> , 625-6418
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Cityworks Annual Software Maintenance and Support  Utilizing Budget Account #: 5300-41630-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	10/29/2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amended annual maintenance and support ELA upgraded to a Citywide Enterprise License Agreement
<b>Background/History:</b> Cityworks is a Web-based GIS centric enterprise asset management system. It has a proven track record with the City of Spokane since 2011. The Cityworks and GIS expansion to the City's Facility Maintenance, Parks, and Street departments will leverage the combined strengths of these two established applications. The 2019 contracted amount was \$76,230.00 (inc tax). The price difference is an upgrade of the existing departmental ELA to a Citywide ELA.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Amended contract with Azteca Systems, LLC to a Citywide ELA for Cityworks Software Annual Software Maintenance and Support.</li> <li>Cityworks is a GIS-based Asset Maintenance Management System used by the Water and Wastewater departments to manage public works infrastructure.</li> <li>The upgrade to a Citywide ELA will allow additional departments to adopt Citywork software at a significant savings.</li> <li>Requesting \$15,880.89 including tax for the amending of this contract.</li> <li>Term is November 1, 2019 – March 31, 2020</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> 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:	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Buckner Company 6550 South Millrock Dr. Suite #300 Salt Lake City UT 84121-	<b>CONTACT NAME:</b> Amy LaFond <b>PHONE (A/C, No, Ext):</b> 801-937-6740 <b>E-MAIL ADDRESS:</b> alafond@bucker.com <b>FAX (A/C, No):</b> 801-365-0808
<b>INSURED</b> Azteca Systems, LLC 11075 South State #24 Sandy UT 84070	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> The Continental Insurance Company <b>INSURER C:</b> Valley Forge Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 258880236**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6072329331	9/3/2019	9/3/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 TECH E&O \$5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6072329328	9/3/2019	9/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6072329362	9/3/2019	9/3/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6072329345	9/3/2019	9/3/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Employment Practices Liability Fiduciary D&O			6188604201	9/3/2019	9/3/2020	\$10,000 retention \$1,000,000 \$0 Deductible \$500,000 \$10,000 Retention \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TECH E&amp;O/Media/Info Risk Deductible \$10,000

Workers Compensation Policy applies for the Following States: UT, CO, FL, IN, MO, NY, NC, OR, PA, TX, VA, WI, AL, MA

When applicable - Additional Insured applies per the General Liability form CNA74872XX (01-15) and the Auto Liability form CNA83700XX (10-15). Coverage is Primary and Non-Contributory per form CNA74872XX (01-15). Waiver of Subrogation for the General Liability, Auto Liability and Workers Compensation applies per forms CNA74872XX (01-15), CNA83700XX (10-15) and WC420304B (06-14). Please review forms to ensure they satisfy your requirements.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane – Wastewater Maintenance  
Attn: Samantha Johnson  
909 E. Sprague Avenue  
Spokane WA 99202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[AZTECA SYSTEMS, LLC](#)

## License Information:

[New search](#)[Back to results](#)**Entity name:** AZTECA SYSTEMS, LLC**Business name:** AZTECA SYSTEMS, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 604-060-266**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 11075 S STATE ST  
STE 24  
SANDY UT 84070-5128**Mailing address:** 11075 S STATE ST  
STE 24  
SANDY UT 84070-5128**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance</a>
<a href="#">Bellingham General Business</a>	063840			Active		Aug-13-2018
<a href="#">Spokane General Business - Non-Resident</a>				Active	Dec-31-2019	Jul-02-2018

Governing People *May include governing people not registered with Secretary of State*

<a href="#">Governing people</a>	<a href="#">Title</a>
----------------------------------	-----------------------

HASLAM, BRENT

HASLAM, BRIAN

The Business Lookup information is updated nightly. Search date and time: 10/8/2019 2:13:09 PM

*Working together to fund Washington's future*



**City of Spokane**

**CONTRACT AMENDMENT**

**Title: ANNUAL SOFTWARE SUPPORT AND  
UPDATE FOR CITYWORKS SYSTEM**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AZTECA SYSTEMS, LLC**, whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide ANNUAL SOFTWARE SUPPORT AND UPDATES FOR CITYWORKS GIS BASED ASSET MAINTENANCE MANAGEMENT SYSTEM, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, As well as manage overall customer needs for the City; and*

*WHEREAS, the original Contract needs to be formally amended by this written Contract Amendment document.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract dated April 28, 2018, any previous amendments, renewals and / or extensions / thereto, as well as Cityworks Quote dated February 6, 2019, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

**2. EFFECTIVE TERM.**

This Contract Amendment shall become effective on November 1, 2019, and run through March 31, 2020.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FIFTEEN THOUSAND EIGHT HUNDRED EIGHTY AND 89/100 DOLLARS (\$15,880.89)**, including tax, for everything furnished and done under this Contract Amendment in accordance with the attached Cityworks Quote dated October 11, 2019 for the period through March 31, 2020. This is the maximum amount to be paid under this Amendment, and shall not be exceeded

without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Amendment document.

**4. GOVERNING LAW**

This agreement is governed by the laws of the State of Washington.

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.

**AZTECA SYSTEMS, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
David A. Condon

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Azteca Systems, LLC (Cityworks) Pricing Quotation dated 10/21/19



Quote Number Q-07663-4  
Created Date 10/21/2019  
Expiration Date 1/10/2020

#### Contact Information

Contact Name: Mike Smith  
Organization: Spokane (WA), City of  
Contact Address: , WA  
Prepared By Name: Brett Ruoti  
Prepared By Phone: (801) 523-2751

#### Quote Lines

Product Name	Quantity/ Population	Net Unit Price
ELA - Server AMS STANDARD	1.00	\$14,583.00
TOTAL:		\$14,583.00

#### Notes

Year 1 Dollar Value	\$14,583.00	Year 1 Date Range	11/01/2019 - 03/31/2020
Year 2 Dollar Value		Year 2 Date Range	
Year 3 Dollar Value		Year 3 Date Range	

#### Quote Notes:

Quote amends City of Spokane Water Department and Wastewater Management Department Departmental Server AMS Standard Cityworks Enterprise License Agreement (ELA) dtd approx. 04/01/2018 to a Citywide Server AMS Standard Cityworks Enterprise License Agreement (ELA).

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office  
Respond  
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom  
Equipment Checkout  
Contracts  
Cityworks for Excel  
Cityworks Analytics for AMS  
eURL (Enterprise URL)  
Workload  
Web Hooks  
CCTV Interface for PACP  
MicroPaver Interface

## Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 200,001 to 250,000 population range

\*Fee for Year 1 reflects upgrade to Citywide agreement pro-rated through 03/31/2019. Current Departmental Renewal Amount has previously been paid.

\*\*If client elects to renew for the period 04/01/2020 to 03/31/2021, Annual Renewal Fee in the amount of \$105,000.00 will be due on or before 04/01/2020

### Terms and Conditions

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

#### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

#### Payment Terms

Net thirty (30) days.

#### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

#### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

**AZTECA SYSTEMS, LLC. COPYRIGHT 1995 - 2019**



Accepted by: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date

Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

**Agenda Sheet for City Council Meeting of:**

11/04/2019

<u>Date Rec'd</u>	10/23/2019
<u>Clerk's File #</u>	ORD C35831
<u>Renews #</u>	

<u>Submitting Dept</u>	COMMUNICATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MARLENE FEIST 6505	<u>Project #</u>	
<u>Contact E-Mail</u>	MFEIST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	5400 - REPROGRAPHICS SBO FOR EXPENSES THROUGH YEAR END		

Agenda Wording

Amending Ordinance No. C-35703 and appropriating funds FROM: Reprographics Unappropriated Reserves, \$26,324; TO: Reprographics Fund Operating Supplies, \$15,000 and Reprographics Equip Repairs/Main, \$11,324.

Summary (Background)

Reprographics is seeking to transfer funds from the department's unappropriated reserves to cover anticipated expenses through the end of the year. The expenses include a needed replacement computer for the press as well as paper and related supplies for print projects for various departments.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Revenue	\$ \$26,324	# 5400-99999-99999-Unappropriated Reserves
Expense	\$ \$26,324	# 5400-74050-18780-VARIOUS
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DELAY, JOHN	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	PIES 10/28/2019
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		

ORDINANCE NO C35831

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Reprographics 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 Reprographics Fund, and the budget annexed thereto with reference to the Reprographics Fund, the following changes be made:

FROM:	5400-99999 99999-	Reprographics Fund Unappropriated Reserves	<u>\$ 26,324.00</u>
TO:	5400-74050 18780-53201	Reprographics Fund Operating Supplies	<u>\$ 15,000.00</u>
	5400-74050 18780-54803	Reprographics Fund Equipment Repairs/Maintenance	<u>\$ 11,324.00</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 purchase printing supplies and repair Press in Reprographics, 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

## Briefing Paper

### Sustainable Resources

<b>Division &amp; Department:</b>	Communications Department
<b>Subject:</b>	"Cutter" for Reprographics
<b>Date:</b>	March 18, 2019
<b>Contact (email &amp; phone):</b>	Marlene Feist ( <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> ; 625-6505)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Sustainable Resources
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document )	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	An SBO is coming forward for approval to purchase the equipment for consideration by Council on March 25, 2019.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<p><b>Background/History:</b> Reprographics has a number of pieces of specialized equipment to complete the printing work it provides for City departments. That equipment includes a "cutter" that is used to cut printed pieces to final size. It is used to complete approximately 85 percent of the jobs handled by Reprographics. The machine is now failing and maintenance agreements are no longer available. Additionally, replacement parts are not available.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• Reprographics is seeking funds to replace the "cutter" in the print shop in City Hall.</li> <li>• This equipment cuts printed pieces to final size.</li> <li>• This equipment is needed to complete 85 percent of the work produced by Reprographics including all work that comes off the main press and most of the work off completed on Reprographics copy machine.</li> <li>• The current machine is 23 years old and failing.</li> <li>• Quotes have been collected following purchasing rules, and the selected equipment will cost \$38,586.81.</li> <li>• An SBO is coming forward for approval to purchase the equipment for consideration by Council on March 25, 2019.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**Agenda Sheet for City Council Meeting of:**  
11/04/2019

<b><u>Date Rec'd</u></b>	10/22/2019
<b><u>Clerk's File #</u></b>	RES 2019-0095
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	DEVELOPER SERVICES CENTER
<b><u>Contact Name/Phone</u></b>	ELDON BROWN 6305
<b><u>Contact E-Mail</u></b>	EBROWN@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Resolutions
<b><u>Agenda Item Name</u></b>	4700-VACATION OF ALLEY BETWEEN FRANCIS AND DECATUR

**Agenda Wording**

Resolution setting hearing before the City Council for December 9, 2019 for the vacation of the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, as requested by Richard Ziesmer.

**Summary (Background)**

A petition was submitted representing 85% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		BECKER, KRIS		<u>Study Session</u>	
<u>Division Director</u>		BECKER, KRIS		<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>		RICHMEN, JAMES		ebrown@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		edjohnson@spokanecity.org	
<u>Additional Approvals</u>			kbecker@spokanecity.org		
<u>Purchasing</u>				ccortright@spokanecity.org	
				dnorman@spokanecity.org	
				korlob@spokanecity.org	

## RESOLUTION 2019-0095

WHEREAS, on August 23, 2019, the Spokane City Council received a petition for the vacation of the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on December 9, 2019 and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



**P1905340VACA**



**Right-of-way Description:**  
The alley between Francis Ave  
and Decatur Ave, from the east line  
of Haven St. to the west line of Market St.

**Legend**

 vacation

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





**Agenda Sheet for City Council Meeting of:**  
11/04/2019

<b>Date Rec'd</b>	10/22/2019
<b>Clerk's File #</b>	RES 2019-0096
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	4700- VACATION OF ALLEY BETWEEN VACATED JOSEPH AND VACATED NEBRASKA

**Agenda Wording**

Resolution setting hearing before the City Council for December 9, 2019 for the vacation of the alley between vacated Joseph Ave and vacated Nebraska Ave, from the east line of Market Street to the railroad right-of-way as requested by Matt Barton.

**Summary (Background)**

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b> UE 10/14/19
<b><u>Division Director</u></b>	BECKER, KRIS	<b><u>Other</u></b>
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	RICHMAN, JAMES	ebrown@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org
<b><u>Additional Approvals</u></b>		kbecker@spokanecity.org
<b><u>Purchasing</u></b>		ccortright@spokanecity.org
		dnorman@spokanecity.org
		korlob@spokanecity.org



## RESOLUTION 2019-0096

WHEREAS, on August 27, 2019, the Spokane City Council received a petition for the vacation of the alley between vacated Joseph Avenue and vacated Nebraska Avenue, from the east line of Market Street to the railroad right-of-way, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between vacated Joseph Avenue and vacated Nebraska Avenue, from the east line of Market Street to the railroad right-of-way, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on December 9, 2019, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



**P1905447VACA**

E Joseph-Nebraska Aly

N Market St

E Nebraska Ave

E Nebraska-Rowan Aly

E Rowan Ave

N Haven St

E Columbia Ave

N Market Pl



**Right-of-way Description:  
The alley between Market St.  
and the RR, in Block 9 of the Plat  
of Englebart Addition**

**Legend**

 vacation

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



**Agenda Sheet for City Council Meeting of:**

10/28/2019

Date Rec'd

10/15/2019

Clerk's File #

ORD C35827

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #

OPR 2019-0926

Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name0320 WEST PLAINS/AIRPORT ARA PUBLIC DEVELOPMENT AUTHORITY  
ORDINANCEAgenda WordingAN ORDINANCE REGARDING THE REFORMATION THE WEST PLAINS /AIRPORT AREA PUBLIC DEVELOPMENT  
AUTHORITY AND APPROVING ITS CHARTER AND BYLAWSSummary (Background)This ordinance approves an interlocal agreement between the City of Spokane and Spokane County regarding  
the reformation of the West Plain/Airport Area Public Development Authority, amends the Charter of the  
West Plains/Airport Area Public Development Authority Board, and amends the bylaws of the West  
Plains/Airport Area Public Development Authority.Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherUrban Experience -  
10/15/19Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

mpiccolo@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

ORDINANCE NO. C35827

AN ORDINANCE REGARDING THE REFORMATION THE WEST PLAINS /AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

**WHEREAS**, pursuant to the provisions of RCW 36.21.730 et seq. cities and counties have the legal authority to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose, (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City, and (v) perform any lawful public purpose or public functions; and

**WHEREAS**, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

**WHEREAS**, the City of Spokane ("City") and Spokane County ("County") pursuant to the provisions of RCW 36.21.730 et seq., chapter 39.34 RCW, RCW 36.01.085 and RCW 35.21.730 initially created and established the West Plains/Airport Area Public Development Authority ("WPPDA") in November 2017 under City of Spokane document OPR 2017-0463 and Spokane County Resolution No. 17-0625 to assist in providing economic development to the Spokane International Airport and West Plains within Spokane County and provide economic stimulus and benefit to the entire City, County and region; and

**WHEREAS**, after the creation and establishment of the WPPDA, the City and County have jointly formed and participated in other Public Development Authorities. The City and County, to the maximum extent possible, would like to make the interlocal agreements, charters and bylaws of the various Public Development Authorities uniform and consistent therewith are desirous of adopting certain amendments/modifications to the documents adopted under City of Spokane document OPR 2017-0463 and Spokane County Resolution No. 17-0625 namely the: "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA", "CHARTER OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT



AUTHORITY” as well as “BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY,” and

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY”, “AMENDED CHARTER OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY” as well as “AMENDED BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY” wherein the County and City will reformulate and revise the West Plains/Airport Area PDA to allow for additional property and inclusion of Spokane County, among other matters; and

**WHEREAS**, as a result of executing the INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY referenced above, the WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY established by the City and County in July of 2017 (ORD C-35522) shall be revised and reformulated to allow for additional property and inclusion of Spokane County, among other matters.

Now, Therefore,

The City of Spokane does ordain that the (1) “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY,” (2) “AMENDED CHARTER OF THE WEST PLAINTS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY BOARD,” and (3) “AMENDED BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY” are hereby approved and in so doing revise and reformulate the WP/AA PDA established by the City in July of 2017 (ORD C-35522), consistent with such documents.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE  
COUNTY REGARDING REFORMATION OF A PUBLIC DEVELOPMENT AUTHORITY  
FOR THE WEST PLAINS/AIRPORT AREA**

**THIS AGREEMENT** is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

**WHEREAS**, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

**WHEREAS**, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

**WHEREAS**, the Parties jointly operate Spokane International Airport (“SIA” or “Airport”) and Spokane International Airport Business Park, under and pursuant to the Constitution and Laws of the State of Washington, including chapter 14.08 RCW, RCW 14.08.200, and that certain Joint Resolution and Operating Agreement of the County and City dated August 28, 1990, as amended (“Interlocal Agreement”); and

**WHEREAS**, the Spokane Airport Board approved Resolution No. 07-15, which recommended the City and County form a PDA consistent with 35.21. 730 -755 and RCW 35.21.757 on December 17, 2015; and

**WHEREAS**, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate development and operation of the West Plains/Airport Area Public Development Authority consistent with the Airport Layout Plan, Aerospace Supply Chain Study, and other economic development initiatives of all Parties.

**NOW, THEREFORE**, the Parties hereby agree and covenant as follows:

**Section 1:    PURPOSE**

The purpose of this Agreement is to revise and reformulate the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Spokane International Airport/West Plains property through the creation of the West Plains/Airport Area Public Development Authority (PDA).

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with the Airport Layout Plan, Aerospace Supply Chain Study, and other economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

**Section 2:    DEFINITIONS**

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

"Agreement" means this Interlocal Agreement between the City of Spokane and Spokane County.

"Bonds" mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance



equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Spokane International Airport/West Plains Property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Designated Representative” means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of the Governance/Administrative Board.

“PDA” means the West Plains/Airport Area Public Development Authority created to manage the West Plains/Spokane Airport property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

“Spokane Airport Board” means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Number RES 1990-0082.

### **Section 3: BUSINESS TERMS OF THE PARTIES**

The Parties have reached agreement on the following business terms in establishing a PDA for the West Plains Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment “A”.

- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined in Attachment “A” and the remaining 25% will be retained by the originating entity. Effective January 1, 2020, the City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A”. The County shall share and pay to the City 12 ½% of its remaining 25% of the following revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A”. The methodology for calculating and distributing the revenue sharing is outlined in Attachment “B”.

City and County will commit and include the following tax revenue sources for their respective entities:

- a. Property (Real and Personal) Tax Revenue:
  - i. City of Spokane Regular Levy within PDA – Incremental increase.
  - ii. Spokane County Regular Levy within PDA – incremental increase.
- b. Sales Tax Revenue:
  - i. City of Spokane incremental Sales Tax increase within the PDA.
  - ii. Spokane County incremental Sales Tax increase within PDA.
- c. Utility Tax Revenue:
  - i. City of Spokane incremental Private Utility Tax within PDA.
  - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. Leasehold Excise Tax:
  - i. City of Spokane share of incremental Leasehold Excise Tax within PDA.
  - ii. Spokane County share of incremental Leasehold Excise Tax within PDA.
- e. Business and Occupation Tax Revenue:
  - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
  - ii. Spokane County Incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic

Boundaries of the PDA as defined by Attachment “A” for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment “B”.

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA’s tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1<sup>st</sup> of the following year.

<u>PDA Total Revenue:</u>	<u>Revenue sharing shall not be reduced less than:</u>
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

- (3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.
- (4) Stand Down on Annexation: For the duration of this Agreement, and the duration of any outstanding debt as provided for under Section 3 (3) the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Business License Fees: All non-regulatory business license fees shall be waived for businesses located within the Geographic Boundaries of the PDA.
- (7) Commercial or Industrial Water/Sewer Service Charges: Consistent with OPR 1986-0318 and for those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after August 1, 2017, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Utilities Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (8) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (9) Airport Layout Plan: The Parties shall work with the Airport to formally amend the Airport Layout Plan to define surplus and non-aeronautical property that may be developed by or in conjunction with the PDA.

- (10) Airport Land: The Parties shall work with the Airport to pursue Federal Aviation Administration ("FAA") release of surplus land for purposes of advancing PDA objectives. Specific details regarding the property use will be defined through future development agreements and in accordance with applicable law.
- (11) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (12) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive director or consultant shall be as described in Section 7 of this Agreement.

#### **Section 4: TERM**

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

#### **Section 5: GOVERNANCE/ADMINISTRATIVE BOARD**

- (1) Formation. An Administrative Board composed of the following positions shall govern the PDA:
  - a. Permanent Board Members:
    - i. One City Airport Board designated representative selected by the City,
    - ii. One County Airport Board designated representative selected by the County,
    - iii. One County Executive,

- iv. One Airport CEO,
- v. The City of Spokane City Administrator, and

b. At-large Business Representative:

- i. Two at-large business representatives who will be selected by the 5 permanent Board Members as described in the above subparagraphs i-v).
- ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

- (2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director or consultant; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.
- (4) Executive Director/Consultant. The Administrative Board may hire an Executive Director or Consultant to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations.

- (8) Budget, Policies and Operations. The Executive Director or Consultant shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

**Section 6:    COMPENSATION**

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

**Section 7:    INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET**

For the first three (3) years, the County, City and Airport shall each provide \$60,000 per year as preliminary funding for operation of the PDA. This amount will be used to fund the staff and other operating expenses of the PDA. The Parties acknowledge the Airport is legally obligated to use Airport revenue exclusively for Airport-related purposes. Accordingly, the Parties intend for, and it is the Airports understanding, that funds paid by the Airport under this Section 7 shall be used for expenses that are related to the Airport or Airport properties.

**Section 8:    RELATIONSHIP OF THE PARTIES**

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County

**Section 9:    LIABILITY**

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

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, 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 10: NOTICES**

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

**CITY:** Mayor or designee  
City of Spokane  
Seventh Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

With a Copy to: City Attorney's Office  
City of Spokane  
Fifth Floor, City Hall  
808 W. Spokane Falls Boulevard  
Spokane, Washington 99201

**COUNTY:** Chief Executive Officer or designee  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260



With a Copy to                      Chairman,  
Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

**Section 11:                      INSURANCE**

During the term of the Agreement, the COUNTY and the CITY 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 \$10,000,000 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 CITY, its officers and employees are additional insureds but only with respect to the COUNTY'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 \$5,000,000 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 \$5,000,000 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 COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY 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 CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

#### **Section 12: ANTI-KICKBACK**

No officer or employee of the Parties, 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 13: MISCELLANEOUS**

- A. **NON-WAIVER:** No waiver by either 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. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **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.
- G. **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.
- H. **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.
- I. **VENUE:** This Agreement shall be under the laws 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.
- J. **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.

**Section 14: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The

COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

- F. **FINANCING**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION**: See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION**: Title to all property acquired pursuant to this Agreement shall remain with the Spokane International Airport unless otherwise agreed to by the Parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: \_\_\_\_\_

CITY OF SPOKANE

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

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

D

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

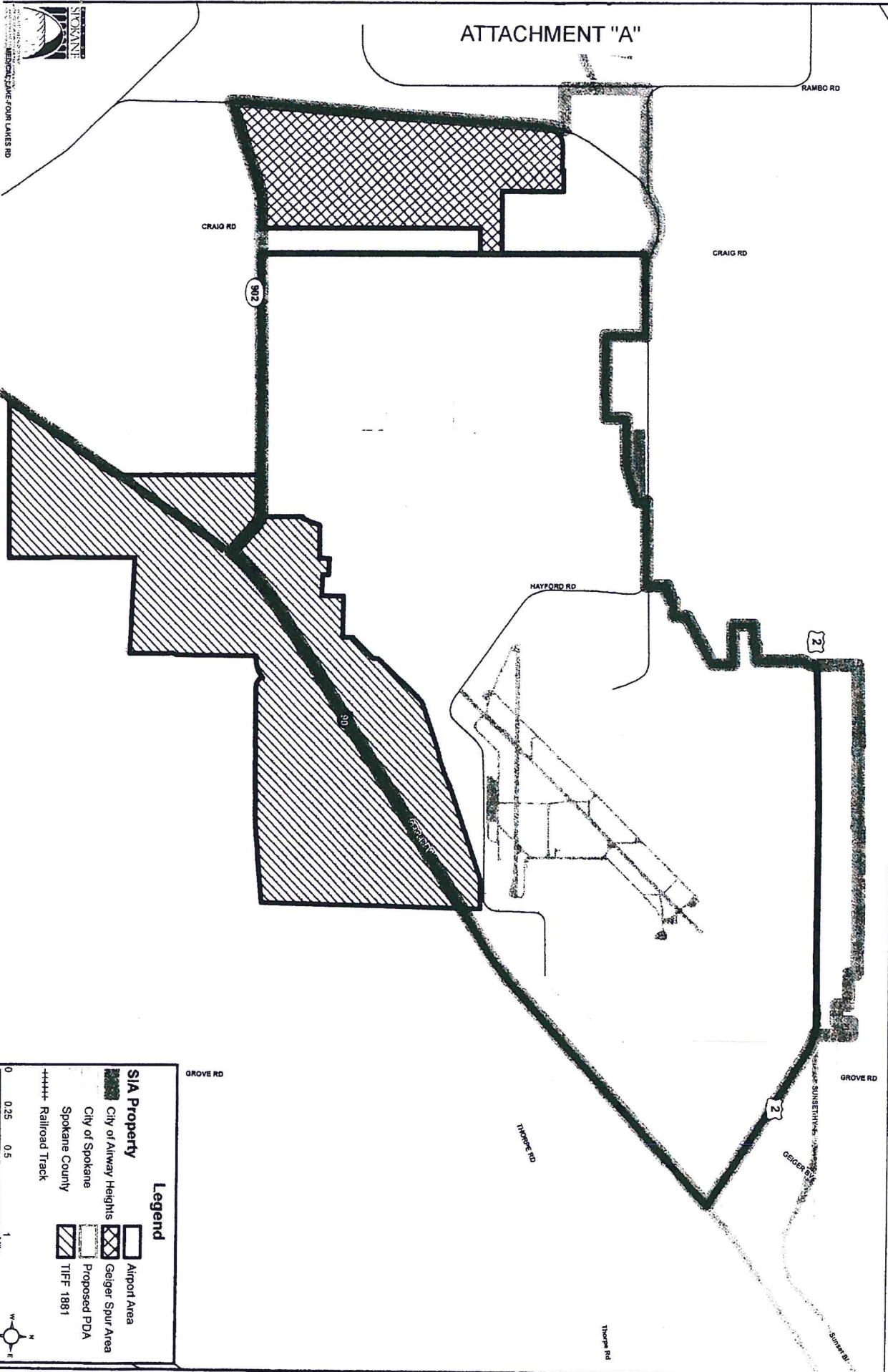
Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

# ATTACHMENT "A"



## Legend

### SIA Property

- City of Airway Heights
- City of Spokane
- Spokane County
- Railroad Track
- Airport Area
- Geiger Spur Area
- Proposed PDA
- TIF 1881



## ATTACHMENT "B"

### METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

#### Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City and County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the County area for allocating revenues under Tax Increment Financing. In calendar year 2018, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2019, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City and/or County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

The Spokane County Treasurer will allocate 100% of the increase in County Road Tax Levy from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to a designated account for the PDA in the County's Road Fund. These moneys shall be used by the County for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA.

Subsequent year's allocations will be calculated using the same methodology.

#### Regular Sales and Use Tax

The regular sales tax of the City and County, within the geographic boundaries of the PDA, will be allocated in the following manner. Special sales tax designated for specific purposes (i.e. emergency communications, public safety, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

Beginning in calendar year 2018, with 2017 established as the base year for regular taxable sales, 75% of any incremental increase of City or County regular sales or use tax generated within the Geographic Boundaries of the PDA as defined by Attachment "A" from a property or businesses shall be paid to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

#### Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2018 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2019. Beginning January 1, 2019, with 2018 established as the base year for Leasehold Tax revenue, 75% of the incremental revenue from Leasehold Tax collected from properties located within the Geographic Boundaries of the PDA, as defined by Attachment "A", will be distributed to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12 ½% is retained by the originating entity, and 12 ½% is distributed to the other entity participating in this Agreement. The calculation will be based on the information as reported by the State Treasurer to the City and County.

Subsequent year's allocations will be calculated using the same methodology.

#### Utility Tax

Beginning January 1, 2016, with 2017 established as the base year for Utility Tax revenue, 75% of any incremental increase in the Utility Taxes collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" will be allocated to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

#### Business and Occupation Tax

Beginning January 1, 2020, with 2019 established as the base year for Business and Occupation tax revenue, 75% of any incremental increase in the Business and Occupation Tax collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A", will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained with the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.



**AMENDED CHARTER OF THE  
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

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# **CHARTER OF THE WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

## **ARTICLE I**

### **Name and Seal**

**Section 1.1 Name.** The name of this Authority shall be the WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

**Section 1.2 Seal.** The Authority's seal shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

## **ARTICLE II**

### **Authority and Limit on Liability**

**Section 2.1 Authority.** The Authority is a public authority organized pursuant to RCW 35.21. 730 -755 and RCW 35.21.757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOAKNE AND SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA ( "the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

**Section 2.2 Limit on Liability.** The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

**Section 2.3 Mandatory Disclaimers.** The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The West Plains/ Airport Area Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall

have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

### ARTICLE III

#### Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Agreement between the City and County

### ARTICLE IV

#### Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City, County and the Spokane International Airport in their ability to improve the economic conditions in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and operation of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects which by agreement of the City and County, may extend beyond the geographical boundaries of the PDA.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

### ARTICLE V

#### Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally

Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
  - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
  - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
  2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;

- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
  - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
  - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
  - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
  - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
  - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members

of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;  
and
- b. are not specifically limited in its Charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
  - a. in good faith on behalf of the Authority, and
  - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities



as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

## ARTICLE VI

### Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members:
  - i. One City Airport Board designated representative selected by the City,
  - ii. One County Airport Board designated representative selected by the County,
  - iii. One County Executive,
  - iv. One Airport CEO,
  - v. The City of Spokane City Administrator, and
- b. At-large Business Representative:
  - i. Two at-large business representatives who will be selected by a majority vote of the 5 permanent Board Members as described in the above sub-paragraphs i-v).

For the purpose of this section, Airport Board shall means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Resolution Number 1990-0082 (the "Airport Interlocal").

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or

elected representative of the designated position and their term shall expire upon their departure from the City, County or Airport. At-large Business Representative shall be for a period of three (3) years (staggered), or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Board members may only be removed from the Authority Board upon their departure from the City, County, or Airport Board; or as otherwise designated by the City or County in regards to the selection of Airport Board designated representatives in the Airport Interlocal.

## ARTICLE VII

### Meetings

#### Section 7.1 Board Meetings.

The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted.. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by

state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

## ARTICLE VIII

### Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

## ARTICLE IX

### Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

## ARTICLE X

### Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall give notice of the

issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

## ARTICLE XI

### Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall revert to the Spokane International Airport.

## ARTICLE XII

### Approval of Charter

APPROVED by Ordinance No. \_\_\_\_\_ adopted by the City Council of the City of Spokane, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

CITY OF SPOKANE

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

Its: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

APPROVED by Resolution No. \_\_\_\_\_ adopted by the Board of County Commissioners of Spokane County, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

# **AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

## **ARTICLE 1. DEFINITIONS**

### **1.1 Authority**

“Authority” means the Northeast Public Development Authority organized and reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

### **1.2 Electronic Transmission**

“Electronic transmission” means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

### **1.3 Written Notice**

Any “written notice” may be given by electronic transmission.

## **ARTICLE 2. OFFICES**

The registered office of the Authority in the state of Washington is \_\_\_\_\_Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

## **ARTICLE 3. BOARD OF DIRECTORS**

### **3.1 Power**

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

### **3.2 Number and Qualification**

In order to allow for smooth transition of current operations of the PDA to the revised and reformulated PDA, from the last date of execution of the Interlocal Agreement by both Parties through December 31, 2019, the current Governance/Administrative Board of the PDA as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020, there shall be seven (7) voting directors of the Authority's Board.

The Board shall be composed of four (4) permanent Board members and three (3) at-large Board members as follows:

a. Permanent Board Members:

- i. Two (2) City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council,
- ii. Two (2) County appointments comprised of one County Commissioner and one administrative position selected by the County Commissioners, and

b. At-large Business Representative:

- i. Three (3) at-large business representatives who will be selected by a majority vote of the four (4) permanent Board Members as described in the above sub-paragraphs 3.2.

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City or County. The at-large business representatives will serve three (3) year terms (staggered), or as otherwise designated by a majority of the Permanent Board Members.

### **3.4 Duties of a Director**

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

### **3.5 Regular & Special Meetings**

The Board shall meet as necessary, but not less than two (2) meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

#### **3.5.1 Open Public Meetings**

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication shall be permitted with prior notice given to the Chair.

#### **3.5.2 Parliamentary Authority**

Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

#### **3.5.3 Minutes**

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

#### **3.5.4 Applicability of General Laws**

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

### **3.6 Quorum**

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.



### **3.7 Manner of Acting**

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

### **3.8 Participation by Telecommunication**

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

### **3.10 Board Committees**

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

#### **3.10.1 Advisory Committees**

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

### **3.12 Dissolution**

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHOIRTY," the Amended Charter OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and these Bylaws.

### **3.13 Compensation**

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

## **ARTICLE 4. OFFICERS**

### **4.1 Number and Qualifications**

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

### **4.2 Appointment and Term of Office**

The officers of the Authority shall be elected at the annual meeting of the directors, to be held in January of every year, and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

### **4.3 Chair**

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

### **4.4 Vice-Chair**

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

### **4.5 Treasurer**

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The Treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the Authority from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority.

The treasurer shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

#### **4.6 Secretary**

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

#### **4.7 Temporary Transfer of Powers and Duties**

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

### **ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS**

#### **5.1 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

#### **5.2 Loans**

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors consistent with section 3.7.

#### **5.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

#### **5.4 Deposits**

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

#### **5.5 Loans to Directors and Officers**

No loans shall be made by the Authority to any officer or to any director.

## **ARTICLE 6. MISCELLANEOUS PROVISIONS**

### **6.1 Books and Records**

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

### **6.2 Fiscal Year**

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

### **6.3 Amendments to these Bylaws**

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the Interlocal Agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

### **6.4 Form of Seal**

The seal of the Authority shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

### **6.5 Voting Requirement**

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.7.

These Bylaws approved by City of Spokane Ordinance No. \_\_\_\_, adopted by the Spokane City Council on \_\_\_\_\_, 2019 and approved by the Spokane County Resolution No. \_\_\_\_, adopted by the Board of County Commissioners on \_\_\_\_\_, 2019.

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Council President

ATTEST:

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City Clerk

Approved as to form:

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Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney



**Agenda Sheet for City Council Meeting of:**  
10/28/2019

<u>Date Rec'd</u>	10/15/2019
<u>Clerk's File #</u>	ORD C35828
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 UNIVERSITY DISTRICT PDA ORDINANCE		

Agenda Wording

AN ORDINANCE REGARDING THE REFORMATION THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

Summary (Background)

This ordinance approves an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the University District Public Development Authority, amends the Charter of the University District Public Development Authority Board, and amends the bylaws of the University District Public Development Authority.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Urban Experience - 10/15/19
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

## ORDINANCE NO. C35828

### AN ORDINANCE REGARDING THE REFORMATION THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a Washington State first class charter city organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may jointly perform any functions which each may individually perform; and

WHEREAS, the City of Spokane has created the Spokane University District Revitalization Area (UDRA) pursuant to Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

WHEREAS, the City of Spokane has imposed a sale and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of chapter 82.14 RCW; and

WHEREAS, the City of Spokane ("City") pursuant to the provisions of RCW 36.21.730 et seq., initially created and established the University District Public Development Authority ("UDPDA") in November 2012 (ORD C-34933) to assist in providing economic development in the University District of the City of Spokane and to assist the City of Spokane in implementing the economic goals of the UDRA; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled "INTERLOCAL AGREEMENT BETWEEN



THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY”, “AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” as well as “AMENDED BYLAWS OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” wherein the County and City will reformulate and revise the UDPDA to allow for the County’s membership therein and financial contribution therein, among other matters; and

WHEREAS, as a result of executing the INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT referenced above, the UDPDA established by the City in November 2012 (ORD C-34933) shall be revised and reformulated to allow for the County’s membership therein and financial contribution thereto, among other matters.

Now, Therefore,

The City of Spokane does ordain that the (1) “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY,” (2) “AMENDED CHARTER OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY BOARD,” and (3) “AMENDED BYLAWS OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY” are hereby approved and in so doing revise and reformulate the University District Public Development Authority established in November 2012 (ORD C-34933) consistent with such documents.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## ATTACHMENT "A"

### Geographic Boundaries of the Revitalization Area

The boundaries of the Spokane University District Revitalization Area are described as follows:

Beginning at the intersection of the South right-of-way ("ROW") line of Trent Ave. and the east ROW line of Hogan St. then westerly along said south ROW line to the intersection of the west ROW line of Hamilton St.. Then north along the west ROW line to the intersection of the North ROW line of Trent Ave.. Then east along that north ROW line to the west edge of the Spokane River. Then Northeasterly following the edge of the Spokane River to the intersection of the south ROW line of Cataldo Ave. extended. Then East along the south ROW extended to the center of the Spokane River. Then following the center of the Spokane River more or less northeasterly direction to the north ROW line of Sharp Ave. Extended. Then westerly along said ROW line of Sharp Ave. to the intersection of the west ROW line of Superior St. Then north along ROW line of Superior to the south ROW of the alley between Sharp and Sinto Aves. Then west along said alley ROW to the east ROW of Dakota St. Then north along the east ROW line to the South ROW line of Sinto Ave. Then west along the south ROW line of Sinto Ave. to the west ROW line of Standard St. Then south along said west ROW line to the south ROW line of the alley between Sharp and Sinto Aves. Then west along the alley ROW line to the intersection of the east ROW line of Division St. Then Southwesterly across Division St. to the north east property corner of the property addressed as 1301 N Division St., parcel # 35181.0716 and further described as lots 5-6 Block 63 together with the 10 FT vacated strip lying east of and adjacent of said lots in Central Addition in the City of Spokane. Then along the northern property line of said parcel to the east ROW line of the Alley between Division St. and Atlantic St. The south along the alley ROW to the intersection with the north ROW line of Cataldo Ave. Then southerly across Cataldo Ave. to the northwest property corner of the property Addressed as 909 N Division St., parcel #35181.0037 and further described as Being a portion of the Northeast ¼ except for the Division St. ROW of 18-25-43 Track F of CITY SP 91-07, AUD #9112230109, in the City of Spokane. Then southerly along the west property line of said parcel to the southwest corner of the parcel. Then west along the north property line of parcel number 35181.0040, addressed 829 N Division St., to the northwest property corner of said Parcel Number 35181.0040. Then south along the west property line of that same parcel to the southwest corner of said parcel. Then east along the southern property line of that same parcel extended to the center of the ROW of Division St. Then South along said ROW of Division St. to the intersection of the ROW of Olive Ave. Then still following the center line of the ROW of the Arterial south and west to intersect and join the ROW of Spokane Falls Blvd to the west ROW of Browne St. Then south on Browne St. with the actual boundary of the Revitalization Area being the west property lines of the Parcels that are west of and adjacent to Browne St., to the intersection of Browne St. and the north ROW line of Interstate Highway I-90. Then east from the southwest corner of the parcel west of and adjacent to the west ROW line of Browne St. to the center line of the ROW of Browne St. Then South along the Center line

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of the ROW of Browne to the intersection of the south ROW line of 4th Ave. Then following said south ROW of 4th Ave. easterly through the curve and continuing easterly along the center line of 5th Ave. to the center ROW line of Sherman Ave. Then North along said ROW of Sherman St. to the north edge of the ROW of Inter-State Highway I-90. Then easterly and following the ROW takes along said North ROW of Inter-State Highway I-90 to the intersection of the center line of the ROW of Arthur St. Then Northeasterly to the intersection of the north ROW line of 2nd Ave. (upper) and the east ROW line of Perry St. Then west along the north

ROW line of 2nd Ave. extended to the intersection of the easterly ROW line of the Hamilton St. access corridor. Then northwesterly following the ROW of Hamilton St. access corridor to the intersection of the east ROW of Erie St. extended. Then North along the east ROW line of Erie St. extended across the Railroad to the northern property line of the Railroad. Then northeasterly along said Railroad property line to the southwest corner of parcel number 35163.2306 addressed as 321 N Helena St. Then North along the west property line of said parcel 35163.2306 to the northwest corner of said parcel. Then northerly across Front Ave. to the intersection of the north ROW of Front Ave. and the East ROW of Hogan St. Then North along Said East ROW line of Hogan St. to the point of beginning.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SPOKANE AND SPOKANE COUNTY  
REGARDING REFORMATION OF  
THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY**

**THIS AGREEMENT** is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

**WHEREAS**, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

**WHEREAS**, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

**WHEREAS**, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

**WHEREAS**, the City has created the Spokane University District Revitalization Area (UDRA) pursuant to Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

**WHEREAS**, the City has imposed a sale and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of Chapter 82.14 RCW; and

**WHEREAS**, the City initially created and established the University District Public Development Authority in November 2012 (ORD C-34933) to assist the City to implement the UDRA in accordance with state law, to assist in providing economic development in the University District and to assist the City to implement the economic goals of the UDRA; and

**WHEREAS**, Spokane County would like to participate in the economic development of the University District and the implementation of the UDRA through this Agreement; and

**WHEREAS**, the current PDA needs to be reformulated and revised to allow for the inclusion of Spokane County; and

**WHEREAS**, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate the economic development of the University District and the implementation of the UDRA consistent with and for the economic development initiatives of all Parties.

**NOW, THEREFORE**, the Parties hereby agree and covenant as follows:

## **Section 1:    PURPOSE**

The purpose of this Agreement is to revise and reformulate the existing University District Public Development Authority (PDA) and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the University District and implementation of the UDRA.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in the University District and the implementation of the UDRA consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the

construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

## **Section 2: DEFINITIONS**

“Administrative Board” or “Board” means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Designated Representative” means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County.

“PDA” means the University District Public Development Authority created to manage the UDRA.

“Revenue” means any revenue generated from the UDRA and allocated to the PDA pursuant to this Agreement as well as the revenue generated from the County pursuant to Section 3 (2) below.

## **Section 3: BUSINESS TERMS OF THE PARTIES**

The Parties have reached agreement on the following business terms in funding of the PDA:

- (1) **City's Responsibilities:** The City's responsibility under this Agreement is to provide local revitalization financing received by the City from the Spokane University District Revitalization Area's local sales and use tax increment and local property tax allocation revenue to the PDA to be expended by the PDA consistent with local and state law, including Ordinance No. C-34470). UDRA funding previously allocated to other projects or debt payment shall be excluded from the funding provided to the PDA. Transfer of funds from the City to the PDA shall occur on annual basis but may occur more frequently based upon information provided to the City from the State Department of Revenue confirming the amount of tax revenue collected pursuant to the UDRA local sales and use tax increment and local property tax credit.

In the event the City's financial responsibility to provide local revitalization financing from the Spokane University District Revitalization Area is discontinued due to the expiration of the UDRA or its contribution amount is reduced below the amount of the County's contribution, the City agrees to increase its contribution the Authority in the same amount as the County's contribution for the duration of the term of this Agreement.

(2) **County's Responsibilities:**

Commencing January 1, 2020, and annually thereafter, the County will contribute \$50,000 to the PDA until the amount of increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined in Attachment "A" equals \$50,000. When this amount is reached, the County will increase its annual contribution by applying the percentage change between the current year index and the previous year index as determined by the CPI-U, US City Average, West Region, Size Class B/C (2.5 million or less) – Series ID: CUURN400SA0 to the previous year's annual contribution. The base month will be September.

For the purpose of calculating the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined in Attachment "A", a new tax code area (TCA) will be created for the PDA by the Spokane County Assessor in calendar year 2019. This will establish the base year for the measurement of the property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the County will be calculated on the increase. The County will apply 100% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" toward the County's initial \$50,000 annual contribution

to the PDA. When this figure reaches \$50,000, the County will increase its annual contribution above the \$50,000 by applying the above referenced CPI to the previous year's contribution as stated above.

- (3) **PDA's Responsibilities:** The PDA's responsibility under this Agreement is to expend Revenues allocated to the PDA by the City and County. Expenditures of Revenues by the PDA shall only be for authorized expenditures pursuant to local and state law and Ordinance No. C-34470. The PDA shall provide the City and County with an annual report of its activities.

- (4) **Limitation on Financial Liability:** The PDA is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the PDA shall be satisfied exclusively from the assets, credit, and properties of the PDA, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the PDA.

- (5) **Mandatory Disclaimers.** The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the PDA.

The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

- (6) **Debt:** City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.



#### **Section 4: TERM**

This Agreement shall become effective upon signature of both the City and County.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

#### **Section 5: GOVERNANCE/ADMINISTRATIVE BOARD**

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. There shall be seven (7) voting directors of the PDA. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO, all other directors shall be voting members of the UDDA Board of Directors.

The Board composed of the following positions shall govern the PDA:

a. Permanent Board Members (4):

- i. One County appointment comprised of either an elected official or an administrative position selected by the County Commissioners,
- ii. Two City appointments comprised of the Council President and a senior administrative staffer.
- iii. The CEO of the UDDA.
- iv. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.

b. Elected UDDA Board Directors (2):

- i. Two UDDA directors selected by the UDDA board from their elected membership.
- ii. Unless removed in accordance with this Agreement, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.

C. Jointly Selected Board Director (1)

- i. A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors. However, and notwithstanding the provisions in Section (1) C. i. above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.
- ii. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section (1) above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

- (2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.
- (4) Executive Director. The Administrative Board may hire an Executive Director or consultant to carry out the business affairs of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.

- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement and the attached amended Charter, which the parties approve pursuant to this Agreement.
- (8) Budget, Policies and Operations. The Executive Director or consultant shall submit a proposed annual budget to the full UD PDA Board.

**Interim/Transition Period:** In order to allow for smooth transition of current operations to the reformed PDA, from the date of execution by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34933 or as subsequently amended shall remain in full force and effect. Effective January 1, 2020, the above governance structure shall commence, unless otherwise agreed to in writing by all Parties.

#### **Section 6: COMPENSATION**

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

#### **Section 7: RELATIONSHIP OF THE PARTIES**

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County

#### **Section 8: LIABILITY**

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

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, 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 9: NOTICES**

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

**CITY:** Mayor or designee  
City of Spokane  
Seventh Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

With a Copy to: City Attorney's Office  
City of Spokane  
Fifth Floor, City Hall  
808 W. Spokane Falls Boulevard  
Spokane, Washington 99201

**COUNTY:** Chief Executive Officer or designee  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

With a Copy to Chairman,  
Board of County Commissioners  
Spokane County Courthouse

1116 West Broadway Avenue  
Spokane, Washington 99260

**Section 10:           INSURANCE**

During the term of the Agreement, the COUNTY and the CITY 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 \$10,000,000 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 CITY, its officers and employees are additional insureds but only with respect to the COUNTY'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 \$5,000,000 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 \$5,000,000 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 COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY 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 CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party.

Any party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this section.

#### **Section 11: ANTI-KICKBACK**

No officer or employee of the Parties, 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 12: PRIOR AGREEMENTS**

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void.

#### **Section 13: MISCELLANEOUS**

- A. **NON-WAIVER:** No waiver by either 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. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **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.

- G. **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.
- H. **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.
- I. **VENUE:** This Agreement shall be under the laws 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.
- J. **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.

#### **Section 14: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: \_\_\_\_\_

CITY OF SPOKANE

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

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney



**AMENDED CHARTER OF THE  
UNIVERSITY DISTRICT  
PUBLIC DEVELOPMENT AUTHORITY (UDPDA)**

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# **AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY**

## **ARTICLE 1: Name and Seal**

### Section 1.1: Name

The name of this Authority shall be the University District Public Development Authority (the "Authority").

### Section 1.2: Seal

The Authority's seal shall be in such form as the directors shall determine.

## **ARTICLE 2: Authority and Limit on Liability**

### Section 2.1: Authority

The Authority is a public authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

### Section 2.2: Limit on Liability

The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City of Spokane, Washington (the "City") or County of Spokane (the "County") , its assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

### Section 2.3: Mandatory Disclaimers

The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 - .755 and RCW 35.21.757 - .759. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

### **ARTICLE 3: Duration**

The duration of the Authority shall be perpetual except as provided in the Interlocal Agreement between the City and County.

### **ARTICLE 4: Purpose**

The City of Spokane hereby delegates to the Authority the responsibility to undertake, assist with and otherwise facilitate the acquisition, construction, installation, operation and management of the public improvements authorized by Ordinance C34470 consistent with the interlocal agreement entered into between the City and the Authority.

Additionally, purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects (“the Projects”) within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City and County in their ability to improve the economic conditions consistent with RCW 36.01.085 and RCW 35.21.703 in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County, and to facilitate or provide for the public improvements associated with development projects, the Authority will undertake and accomplish all activities necessary or convenient for the planning, operation and implementation of public improvements associated with specific development projects. Subject to Ordinance C34470, the Authority may initiate and execute agreements to finance and improve eligible public improvements within the University District Revitalization Area utilizing revenue mechanisms described therein. Expenses associated with administering the Authority may be funded by revenue generated by Ordinance C34470 consistent with state law and the interlocal agreement between the City and the Authority.

Additionally, to the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects, which by agreement of the City and County, may extend beyond the geographical boundaries of the PDA.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City of Spokane and Spokane County (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

## **ARTICLE 5: Powers**

### **Section 5.1: Powers**

The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

### **Section 5.2 Powers Generally**

Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes

for which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
  - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
  - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;

- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:
  - 1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
  - 2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;

- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;
- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

The Authority shall also administer and implement the University District Revitalization Area (UDRA) program authorized by RCW 39.104 (Local Revitalization Financing), created by RCW 82.14.505 (Local Revitalization Financing Demonstration Projects) and implemented by City Ordinance C34730 (Creating Spokane University District Revitalization Area) as well as revenues collected for the UDRA by the City under SMC Chapter 8.17 and City Ordinance C34470.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
  - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.



2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.

C. Use of Funds.

1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:
  - a. do not constitute a substantial part of the Authority's activities; and
  - b. are not specifically limited in its Charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any

claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:

- a. in good faith on behalf of the Authority, and
  - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
  5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities as aforesaid.

E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in the SMC. Nothing in the Authority's Charter and Bylaws may contradict state law, the SMC or the interlocal agreement entered between the City and the Authority.

#### Section 5.2: Indemnification

To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to

which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

## **ARTICLE 6: Governance/Administrative Board**

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. There shall be seven (7) voting directors of the Authority. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO, all other directors shall be voting members of the UDDA Board of Directors.

The Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members (4):
  - i. One County appointment comprised of either an elected official or an administrative position selected by the County Commissioners,
  - ii. Two City appointments comprised of the Council President and a senior administrative staffer.
  - iii. The CEO of the UDDA.
  - iv. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.
- b. Elected UDDA Board Directors (2):
  - i. Two UDDA directors selected by the UDDA board from their elected membership.
  - ii. Unless removed in accordance with this Agreement, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.
- C. Jointly Selected Board Director (1)

- i. A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors. However, and notwithstanding the provisions in Section (1) C. i. above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.
- ii. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section (1) above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

#### Section 6.4: Officers and Division of Duties

The Authority shall have four (4) officers. The same person shall not occupy both the office of Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice Chair, Secretary and Treasurer. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by City ordinance, and shall have stewardship for management and determination of all corporate affairs.

#### Section 6.5: Committees

In addition to the provision of an Executive Committee as outlined in Section 6.6 below, the officers shall have the ability to appoint advisory committees to the Authority. The appointment of other committees shall be provided for in the Bylaws.

#### ection 6.6: Executive Committee

The Bylaws may provide for an Executive Committee, which shall be appointed and or removed by the Board, and shall have and exercise such authority of the Board in the management between meetings of the Board as may be specified in the Bylaws.

#### Section 6.7: Removal of Board Member

Permanent board members may only be removed by their appointing authority except in the case where they hold their position as an ex-officio member in which case they shall hold the position while in the ex-officio position. Elected UDDA board members may be removed by majority vote of the UDDA elected membership. The Jointly selected board member may be remove by majority vote of the four Permanent board members.

Vacancies created under this section are filled in the same manner as provided in section 3.10.3 of the bylaws.

The term of any member nominated and confirmed pursuant to this section begins at the expiration of the term of the member being replaced and continues until the regular expiration of the term of the position being filled.

### **ARTICLE 7: Meetings**

#### Section 7.1: Board Meetings

The Board shall meet as necessary but not less than six (6) times a year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

#### Section 7.2: Open Public Meetings

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. In addition, the Authority shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

#### Section 7.3: Parliamentary Authority

The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

#### Section 7.4: Minutes

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office, at meetings and with the City Clerk a compilation of all minutes and proceedings of the Board and resolutions of the Board.

### **ARTICLE 8: Bylaws**

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law, or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

### **ARTICLE 9: Amendments to Charter and Bylaws**

#### Section 9.1: Proposals to Amend Charter and Bylaws

Any Board member may introduce a proposed amendment to the Charter or to the Bylaws (which may consist of new Bylaws) at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

#### Section 9.2: Vote Required for Amendments to Charter or Bylaws

Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3: City Council and Spokane County Board of County Commissioners' Approval of Proposed Charter Amendments

Proposed Charter amendments adopted by the Board shall be submitted to the City Council and Board of County Commissioners for adoption and approval. The power to alter, amend or repeal the bylaws and adopt new ones is vested in the board.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners. The bylaws may contain any provisions for the regulation and management of the affairs of the authority not inconsistent with law or this Charter.

**ARTICLE 10: Commencement**

The Authority shall commence its existence effective upon approval of its Charter by the City Council and Board of County Commissioners of Spokane, Washington. The Charter shall be issued in duplicate originals, each bearing the City's official seal attested by the Clerk as well as the County's official seal attested by the County Clerk. One original shall be retained by each Clerk and filed as a public record; a duplicate original shall be provided to the Authority. The City Clerk shall give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

**ARTICLE 11: Dissolution**

Dissolution of the Authority shall be in the form and manner required by state law, the SMC, and the Bylaws.

**ARTICLE 12: Approval of Charter**

APPROVED by Ordinance No. \_\_\_\_\_ adopted by the City Council of the City of Spokane, Washington on \_\_\_\_\_, \_\_\_\_\_ 2019.

\_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

APPROVED by Resolution No. \_\_\_\_\_ adopted by the Board of County  
Commissioners of Spokane County, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney



**AMENDED AND RESTATED BYLAWS  
OF THE UNIVERSITY DISTRICT  
PUBLIC DEVELOPMENT AUTHORITY**

**(Adoption Date: June 4, 2019)**

**ARTICLE 1. DEFINITIONS**

**1.1 Authority**

“Authority” means the University District Public Development Authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

**1.2 Electronic Transmission**

“Electronic transmission” means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

**1.3 Written Notice**

Any “written notice” may be given by electronic transmission.

**ARTICLE 2. OFFICES**

The registered office of the Authority in the state of Washington is 120 N. Pine Street, #292, Spokane, WA 99202. The Authority may have such other offices within the City of Spokane as the Board of Directors may designate.

**ARTICLE 3. BOARD OF DIRECTORS**

**3.1 Power**

The Board of Directors shall manage the business and affairs of the Authority at all times.

**3.2 Number and Qualification**

There shall be seven (7) voting directors of the Authority. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO all other directors shall be voting members of the UDDA Board of Directors.

**3.2.1. Permanent Board Directors (4):**

- a. One County appointment, comprised of either an elected official or an administrative position selected by the County Commissioners,
- b. Two City appointments comprised of the Council President and a senior administrative staffer.
- c. The CEO of the UDDA.

d. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.

3.2.2 Elected UDDA Board Directors (2):

- a. Two, UDDA directors selected by the UDDA board from their elected membership.
- b. Unless removed in accordance with these bylaws, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.
- c. Elected UDDA directors can be selected to serve indefinitely on the UDPDA board as long as they are active UDDA board members.

3.2.3 Jointly Selected Board Director (1)

- a. A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors.

However, and notwithstanding the provisions in 3.2.3(a) above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.

- b. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section 3.2.1 above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

### **3.3 Duties of a Director**

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board director has a particular expertise, then this person will

be expected to utilize this greater knowledge and be held to this standard in her/his conduct. Fifth, each director must sign and comply with the Authority's Conflict of Interest Policy and the Confidentiality Policy upon election or appointment.

### **3.4 Regular & Special Meetings**

The Board shall meet as necessary, but not less than four (4) times a year. An annual meeting of the Board of Directors shall be held by the end of November at the principal office of the Authority or at such other place within the State of Washington designated by the Board.

- 3.4.1 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. In addition, the Authority shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Participation by a board director by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.
- 3.4.2 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.
- 3.4.3 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office, at meetings and with the City Clerk a compilation of all minutes and proceedings of the Board and resolutions of the Board.
- 3.4.4 Applicability of General Laws. A public corporation, commission, or authority created under this chapter, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.
- 3.4.5 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or any director. Notice of special meetings of the Board of Directors stating the date, time, and place thereof shall be given at least twenty-four hours prior to the date set for such meeting by the person or persons authorized to call such meeting, or by the Secretary at the direction of the person or persons authorized to call such meeting. The notice may be oral or written. Written notice is effective upon dispatch if such notice is

sent to the director's address, telephone number, electronic mail address, or other number appearing on the records of the Authority. If notice of a regular or special meeting is provided by electronic transmission, it must satisfy the requirements of RCW 24.03.009. If no place for such meeting is designated in the notice thereof, the meeting shall be held at the principal office of the Authority. Unless otherwise required by law, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.

Any director may waive notice of any meeting at any time. Whenever any notice is required to be given to any director of the Authority pursuant to applicable law, a waiver thereof in writing signed by the director entitled to notice shall be deemed equivalent to the giving of notice. The attendance of a director at a meeting shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

### **3.5 Quorum**

At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business which shall consist of a simple majority of the directors.

### **3.6 Manner of Acting**

If a quorum is present when a vote is taken, the affirmative vote of a majority of voting directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Amendment of the Bylaws shall be by two-thirds vote of the Board.

### **3.7 Participation by Telecommunication**

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

### **3.8 Board Committees**

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors or these Bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

- 3.9.1 Advisory Committees. In addition to Committees discussed in Section 3.8 above, the officers shall have the ability to appoint advisory committees to the Authority.

- 3.9.2            Executive Committee. The Authority is authorized to create an Executive Committee consisting of the officer positions described in section 4.1. The Executive Committee may include invited guests at any time, who shall be non-voting.

### **3.9      Resignation**

Any director may resign at any time by delivering written notice to the Chair, the Secretary, or the registered office of the Authority, or by giving oral notice at any meeting of the directors. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **3.10     Removal**

If it be determined for any reason that any of the non-permanent directors should be removed from office, the Board, by a two-thirds (2/3) majority vote, may vote to have any non-permanent director removed from the Board.

### **3.11     Dissolution**

Dissolution of the Authority shall be in the form and manner required by state law, the Spokane Municipal Code, and the Bylaws.

### **3.12     Vacancies**

A vacancy on the Board of Directors may occur by the resignation, removal, or death of an existing director. Any vacancy shall be filled consistent with the provisions of 3.2 herein.

### **3.13     Compensation**

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors. This section shall not preclude any director from serving the Authority in any other capacity or from receiving reasonable compensation for such services and reasonable reimbursement for related expenses.

### **3.14            Chief Executive Officer**

The board is authorized to engage the services of a Chief Executive Officer who shall serve at the pleasure of the Authority. The Chief Executive Officer shall function as a representative of the board in the management of the Authority, shall have the authority to operate the business of the Authority pursuant to guidelines established by the Authority, and shall have full authority for direction of the employees of the Authority.

## **ARTICLE 4. OFFICERS**

### **4.1      Number and Qualifications**

The officers of the Authority shall be elected by a majority of the directors and shall include a Chair, a Vice-Chair, a Secretary, a Treasurer and a Past Chair. Additional Officers, as deemed necessary by the Authority, shall not vote, and shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Authority.

## **4.2 Appointment and Term of Office**

The officers of the Authority shall be elected by the end of November in an annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

## **4.3 Resignation**

Any officer may resign at any time by delivering written notice to the Chair, the Secretary, or the registered office of the Authority, or by giving oral notice at any meeting of the directors. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## **4.4 Chair**

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

## **4.5 Vice-Chair**

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

## **4.6 Treasurer**

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The Treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the Authority from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The Treasurer shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

## **4.7 Secretary**

The Secretary shall issue, or cause to be issued, notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the Authority's books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

## **4.8 Past Chair**

The Past Chair shall serve on the Authority's Executive Committee, if so created and existing, and shall provide guidance and historic perspective to the Executive Committee during the one-year period after his or her term as Chair, and shall perform other such duties as the board shall require. If the Past Chair's board term has otherwise expired, this requirement shall not compel extending his or her term on the board. If the term has ended, the Past Chair may participate on the Executive Committee as a non-voting "guest," but is not otherwise compelled to do so.

#### **4.9 Temporary Transfer of Powers and Duties**

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

### **ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS**

#### **5.1 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

#### **5.2 Loans**

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

#### **5.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

#### **5.4 Deposits**

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Board of Directors may authorize any officer or officers, agent or agents, with signature rights to the account.

#### **5.5 Loans to Directors and Officers**

No loans shall be made by the Authority to any officer or to any director.

### **ARTICLE 6. MISCELLANEOUS PROVISIONS**

#### **6.1 Books and Records**

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and, if desired, any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

#### **6.2 Fiscal Year**

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

#### **6.3 Copies of Resolutions**

Any person dealing with the Authority may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors when such records are certified by the Chair or Secretary.

#### **6.4 Amendments to these Bylaws**

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the two-thirds affirmative vote of the Board of Directors in so much as they are consistent with the Agreement and Charter.

#### **6.5 Form of Seal**

The seal of the Authority shall be in such form as the directors shall determine.

#### **6.6 Voting Requirement**

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.5.1.

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#### **SECRETARY'S CERTIFICATION**

The undersigned, being the Secretary of the Authority, hereby certifies that these bylaws are the bylaws of the University District Public Development Authority, adopted by resolution of the directors on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_,  
Secretary





**Agenda Sheet for City Council Meeting of:**  
10/28/2019

<u>Date Rec'd</u>	10/15/2019
<u>Clerk's File #</u>	ORD C35829
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	OPR 2019-0928
<u>Contact Name/Phone</u>	BEN STUCKART 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 NORTHEAST PUBLIC DEVELOPMENT AUTHORITY ORDINANCE		

Agenda Wording

AN ORDINANCE REGARDING THE REFORMATION THE NORHTEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

Summary (Background)

This ordinance approves an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the Northeast Public Development Authority, amends the Charter of the Northeast Public Development Authority Board, and amends the bylaws of the Northeast Public Development Authority.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Urban Experience 10/15/19
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35829

AN ORDINANCE REGARDING THE REFORMATION THE NORHTEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

WHEREAS, pursuant to the provisions of 36.21.730 et seq., cities and counties have the legal authority to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose, (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City, and (v) perform any lawful public purpose or public functions; and

WHEREAS, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

WHEREAS, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY", "AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY" as well as "AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY" wherein the County and City will reformulate and revise the NE PDA to allow for additional property and inclusion of Spokane County, among other matters. The additional property Spokane County would include are the joint planning areas and UGA land north and east of the NE PDA boundaries established by the City in November 2011; and

WHEREAS, as a result of executing the INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY referenced above, the NE

PDA established by the City in November 2011 (ORD C-34813) shall be revised and reformulated.

Now, Therefore,

The City of Spokane does ordain that the (1) "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY," (2) "AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY BOARD," and (3) "AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY" are hereby approved and in so doing revise and reformulate the NE PDA established by the City in November 2011 (ORD C-34813), consistent with such documents.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SPOKANE AND SPOKANE COUNTY  
REGARDING REFORMATION OF  
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

**THIS AGREEMENT** is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

**WHEREAS**, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

**WHEREAS**, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

**WHEREAS**, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

**WHEREAS**, the City initially created and established the Northeast Public Development Authority (PDA) in November 2011 (ORD C-34813) to assist in providing

economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

**WHEREAS**, the County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the current PDA boundaries; and

**WHEREAS**, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

**WHEREAS**, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

**NOW, THEREFORE**, the Parties hereby agree and covenant as follows:

## **Section 1: PURPOSE**

The purpose of this Agreement is to revise and reformulate the existing PDA and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

## **Section 2: DEFINITIONS**

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of Governance/Administrative Board.

“PDA” means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

### **Section 3: BUSINESS TERMS OF THE PARTIES**

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment “A”.
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A”. The City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located

within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½ % of its remaining 25% of the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. *Property (Real and Personal) Tax Revenue:*
  - i. City of Spokane Regular Levy within PDA – incremental increase.
  - ii. Spokane County Regular Levy within PDA – incremental increase.
- b. *Sales Tax Revenue:*
  - i. City of Spokane incremental Sales Tax increase within PDA.
  - ii. Spokane County incremental Sales Tax increase within PDA.
- c. *Utility Tax Revenue:*
  - i. City of Spokane incremental Private Utility Tax increase within PDA.
  - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. *Leasehold Excise Tax:*
  - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
  - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.
- e. *Business and Occupation Tax Revenue:*
  - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
  - ii. Spokane County incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment "B".

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA's tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1<sup>st</sup> of the following year.

<u>PDA Total Revenue:</u>	<u>Revenue sharing shall not be reduced less than:</u>
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

(3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.

(4) Stand Down on Annexation: For the duration of this Agreement and the duration of any outstanding debt as provided for under Section 3 (3), the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.



- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Commercial or Industrial Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after the effective date of the Agreement, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

#### **Section 4: TERM**

This Agreement shall become effective upon signature of both the City and County. Upon the effective date, the Northeast Public Development Authority created by the City in November 2011 under ORD C-34813 shall cease to exist.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

## **Section 5: GOVERNANCE/ADMINISTRATIVE BOARD**

**Interim/Transition Period:** In order to allow for smooth transition of current operations to the reformed PDA, from the last date of execution of the Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. An Administrative Board composed of the following positions shall govern the PDA:
  - a. Permanent Board Members (4):
    - i. Two County appointments, comprised of one County Commissioner and one administrative position selected by the County Commissioners,
    - ii. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council.
  - b. At-large Business Representative (3):
    - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraphs i and ii.
    - ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.
- (2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.

- (4) Executive Director. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement.
- (8) Budget, Policies and Operations. The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

## **Section 6:    COMPENSATION**

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

## **Section 7:    INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET**

Initial funding for the PDA operating expenses, to include staffing, shall be as follows:

The County shall commit \$180,000 to the revised and reformulated PDA. The County's commitment will be made in two installments with the first amounting to \$120,000 payable on or after January 1, 2020, and the second installment of \$60,000 payable on or before July 1, 2020.

As of the effective date of this Agreement, the City has committed and contributed \$233,333 to the revised and reformulated PDA

## **Section 8:    RELATIONSHIP OF THE PARTIES**

## **Section 9:    LIABILITY**

## Section 10: NOTICES

808 West Spokane Falls Boulevard  
Spokane, Washington 99201

With a Copy to: City Attorney's Office  
City of Spokane  
Fifth Floor, City Hall  
808 W. Spokane Falls Boulevard  
Spokane, Washington 99201

**COUNTY:** Chief Executive Officer or designee  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

With a Copy to Chairman,  
Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

**Section 11:           INSURANCE**

During the term of the Agreement, the COUNTY and the CITY 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 \$10,000,000 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 CITY, its officers and employees are additional insureds but only with respect to the COUNTY'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 \$5,000,000 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 \$5,000,000 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 COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY 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 CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

## **Section 12: ANTI-KICKBACK**

No officer or employee of the Parties, 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 13: PRIOR AGREEMENTS**

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void

## **Section 14: MISCELLANEOUS**

- A. NON-WAIVER:** No waiver by either 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. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **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.
- G. **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.
- H. **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.
- I. **VENUE:** This Agreement shall be under the laws 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.
- J. **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.

#### **Section 15: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: \_\_\_\_\_

CITY OF SPOKANE

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

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

# Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

## LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

That portion of Section 20, that portion of the S1/2 of Section 21, that portion of the S1/2 of Section 22, that portion of Section 27, that portion of Section 34, and that portion of Section 25, all in Township 26 North, Range 43 East, W.M., that portion of Section 2 and that portion of the N1/2 of Section 3, all in Township 25 North, Range 43 East, W.M., all in Spokane County, Washington, lying within the following described boundary:

**BEGINNING** at the intersection of the centerline of Nevada Street and the south right-of-way line of Magnesium Road on the east-west centerline of said Section 20; thence easterly, along the north line of the S1/2 of said Section 20, also being said south right-of-way line of Magnesium Road, to the east quarter corner of said Section 20; thence continuing easterly, along the north line of the S1/2 of said Section 21, to the east quarter corner of said Section 21; thence easterly, along the north line of the S1/2 of said Section 22, to the northeast corner of Spokane County Short Plat 87-520; thence southerly, along the east line of said Spokane County Short Plat 87-520, to the centerline of Freya Street; thence northeasterly, southeasterly, and southwesterly, along said centerline of Freya Street, to the intersection with the centerline of Lincoln Road, said centerline of Lincoln Road also being on the south line of said Section 22; thence easterly, along said centerline of Lincoln Road and said south line, to the centerline of Yale Road; thence southerly to the intersection of Weile Avenue, said intersection being on the south line of the NE1/4 of said Section 27; thence westerly to the centerline of vacated Yale Road (also known as Rouse Street); thence southerly, along the said vacated Yale Road (Rouse Street) and southerly along the centerline of Yale Road (Rouse Street), to the centerline of Lyons Avenue; thence easterly, along said centerline of Lyons Avenue, to the east line of Pinehurst Park Addition to Hillyard, a point on the north line of the S1/2 of the SE1/4 of said Section 27; thence easterly, along said north line, to the east line of said Section 27, also being the centerline of Havana Street; thence southerly, along said east line of Section 27 and said centerline of Havana Street, to the southeast corner of said Section 27; thence easterly, along the north line of said Section 35, to the east line of the W1/2 of the NW1/4 of said Section 35; thence southerly, along said east line of the W1/2 of the NW1/4 of said Section 35, to the southeast corner of said W1/2 of the NW1/4 of Section 35; thence southerly, along the east line of the W1/2 of the SW1/4 of said Section 35, to the southeast corner of the NW1/4 of the SW1/4 of said Section 35, also being a point on the centerline of Custer Street; thence southerly, along said centerline of Custer Street, to the southeast corner of the SW1/4 of the SW1/4 of said Section 35, a point in Valley Springs Road; thence easterly, along the south line of said Section 35 and along the centerline of Valley Springs Road, to the south quarter corner of said Section 35; thence continuing along the centerline of Valley Springs Road to a point on the east line of the west 200 feet of the NE1/4 of said Section 2; thence southerly, along said east line of the west 200 feet, to an angle point on the west line of Parcel F of Record of Survey filed in Book 26, Page 43 of Spokane County records, said point lying N0°00'08"W 396.00 feet from the south line of the NE1/4 of said Section 2; thence, along the west line of said Parcel F, the following four (4) calls from said Record of Survey:

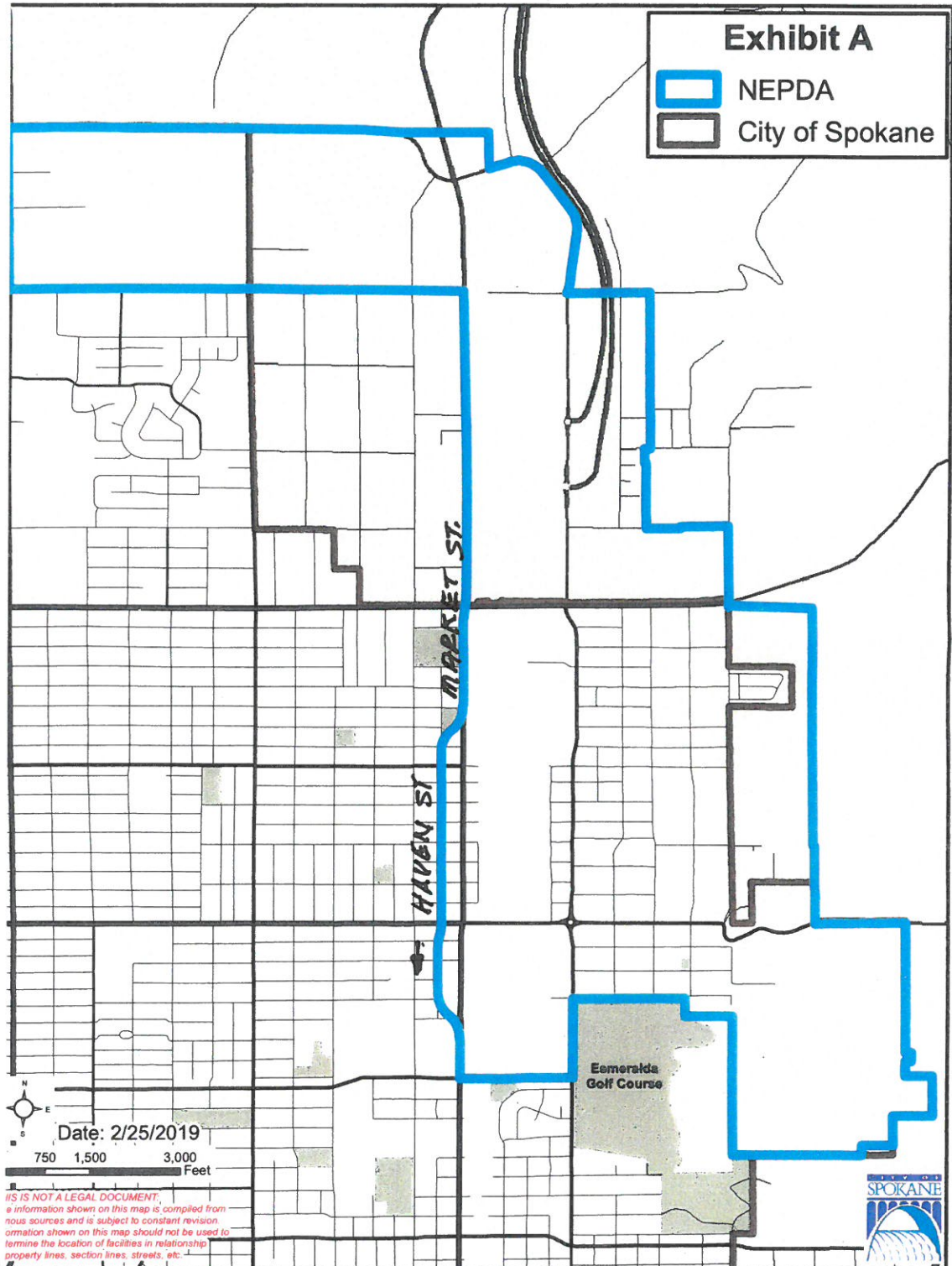
- 1) N89°57'47"E 100.00 feet;
- 2) S0°00'08"E 150.00 feet;



- 3) S89°57'47"W 100.00 feet;
- 4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

thence easterly, along said south line of the NE1/4 of said Section 2, to the northeast corner of the NW1/4 of the NW1/4 of the SE1/4 of said Section 2; thence southerly, along the east line of said NW1/4 of the NW1/4 of the SE1/4 to the southeast corner thereof; thence westerly, along the south line of said NW1/4 of the NW1/4 of the SE1/4 to the southwest corner thereof; thence southerly, along the west line of the SE1/4 of said Section 2, to a point 165.00 feet north of the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, parallel to the south line of the N1/2 of the SW1/4 of said Section 2, 528.01 feet; thence southerly, parallel to the east line of the SW1/4 of said Section 2, 165.00 feet to the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, along the south line of the N1/2 of the SW1/4 of said Section 2, to the west line of said Section 2; thence northerly, along the west line of said Section 2, to the west quarter corner of said Section 2; thence northerly, along said west line of said Section 2 and the east line of said Section 3, to a point on the centerline of Havana Street on the south line of Block 7 of Hillyard Orchard Heights Addition; thence westerly, along the south line of Block 7 of said Hillyard Orchard Heights Addition, to the southwest corner of said Block 7; thence northerly, along the west line of said Block 7, to the centerline of Rich Avenue; thence westerly, along said centerline of Rich Avenue, to the north-south centerline of said Section 3; thence southerly, along said north-south centerline of said Section 3, to the south line of the N1/2 of said Section 3; thence westerly, along said south line of the N1/2 of said Section 3, to the centerline of the southbound lanes of Market Street; thence northerly, along the centerline of the southbound lanes of the Market Street-Haven Street arterial, as illustrated on the attached Exhibit "A", through the N1/2 of said Section 3 and through said Section 34, to the north line of said Section 34 at the intersection of Market Street and Francis Avenue; thence, continuing northerly along the centerline of Market Street, through said Section 27 to the north line of said Section 27 at the centerline of Lincoln Road; thence westerly, along said centerline of Lincoln Road, along the north line of said Section 27, along the south line of said Section 21, and along the south line of said Section 20, to the centerline of Nevada Street; thence northerly, along the centerline of Nevada Street, to the north line of the S1/2 of said Section 20 and the south right-of-way line of Magnesium Road, the **POINT OF BEGINNING**.





as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

## ARTICLE VI

### Board of Directors

#### Section 6.1 Board Composition.

In order to allow for smooth transition of current operations of the PDA to the replaced PDA, from the last date of execution of the Interlocal Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board of the PDA as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 an Administrative Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members:
  - i. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council,
  - ii. Two County appointments comprised of one County Commissioner and one administrative position selected by the County Commissioners, and

b. At-large Business Representative:

- i. Three at-large business representatives who will be selected by a majority vote of the four (4) permanent Board Members as described in the above sub-paragraph 6.1.

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City or County. At-large Business Representative shall be for a period of three (3) years (staggered), or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Permanent board members may only be removed from the Authority Board upon their departure from the City or County. At-large board members shall be removed upon the expiration of their term.

## ARTICLE VII

### Meetings

#### Section 7.1 Board Meetings.

The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

## ARTICLE VIII

### Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

## ARTICLE IX

### Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

## ARTICLE X

### Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

## ARTICLE XI

### Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall be distributed pursuant to the Interlocal Agreement

## ARTICLE XII

### Approval of Charter

APPROVED by Ordinance No. \_\_\_\_\_ adopted by the City Council of the City of Spokane, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

CITY OF SPOKANE

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

Its: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



APPROVED by Resolution No. \_\_\_\_\_ adopted by the Board of County Commissioners of Spokane County, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SPOKANE AND SPOKANE COUNTY  
REGARDING REFORMATION OF  
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

**THIS AGREEMENT** is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

**WHEREAS**, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

**WHEREAS**, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

**WHEREAS**, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

**WHEREAS**, the City initially created and established the Northeast Public Development Authority (PDA) in November 2011 (ORD C-34813) to assist in providing

economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

**WHEREAS**, the County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the current PDA boundaries; and

**WHEREAS**, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

**WHEREAS**, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

**NOW, THEREFORE**, the Parties hereby agree and covenant as follows:

## **Section 1:    PURPOSE**

The purpose of this Agreement is to revise and reformulate the existing PDA and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

## **Section 2:    DEFINITIONS**

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of Governance/Administrative Board.

“PDA” means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

### **Section 3: BUSINESS TERMS OF THE PARTIES**

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment “A”.
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A”. The City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located

within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½ % of its remaining 25% of the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. *Property (Real and Personal) Tax Revenue:*
  - i. City of Spokane Regular Levy within PDA – incremental increase.
  - ii. Spokane County Regular Levy within PDA – incremental increase.
- b. *Sales Tax Revenue:*
  - i. City of Spokane incremental Sales Tax increase within PDA.
  - ii. Spokane County incremental Sales Tax increase within PDA.
- c. *Utility Tax Revenue:*
  - i. City of Spokane incremental Private Utility Tax increase within PDA.
  - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. *Leasehold Excise Tax:*
  - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
  - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.
- e. *Business and Occupation Tax Revenue:*
  - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
  - ii. Spokane County incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment "B".

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA's tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1<sup>st</sup> of the following year.

<u>PDA Total Revenue:</u>	<u>Revenue sharing shall not be reduced less than:</u>
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

(3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.

(4) Stand Down on Annexation: For the duration of this Agreement and the duration of any outstanding debt as provided for under Section 3 (3), the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.

- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Commercial or Industrial Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after the effective date of the Agreement, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

#### **Section 4: TERM**

This Agreement shall become effective upon signature of both the City and County. Upon the effective date, the Northeast Public Development Authority created by the City in November 2011 under ORD C-34813 shall cease to exist.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

## **Section 5: GOVERNANCE/ADMINISTRATIVE BOARD**

**Interim/Transition Period:** In order to allow for smooth transition of current operations to the reformed PDA, from the last date of execution of the Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. An Administrative Board composed of the following positions shall govern the PDA:
  - a. Permanent Board Members (4):
    - i. Two County appointments, comprised of one County Commissioner and one administrative position selected by the County Commissioners,
    - ii. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council.
  - b. At-large Business Representative (3):
    - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraphs i and ii.
    - ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.
- (2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.



- (4) Executive Director. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement.
- (8) Budget, Policies and Operations. The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

## **Section 6:    COMPENSATION**

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

## **Section 7:    INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET**

Initial funding for the PDA operating expenses, to include staffing, shall be as follows:

The County shall commit \$180,000 to the revised and reformulated PDA. The County's commitment will be made in two installments with the first amounting to \$120,000 payable on or after January 1, 2020, and the second installment of \$60,000 payable on or before July 1, 2020.

As of the effective date of this Agreement, the City has committed and contributed \$233,333 to the revised and reformulated PDA

## **Section 8:    RELATIONSHIP OF THE PARTIES**

## Section 9: LIABILITY

## Section 10: NOTICES

808 West Spokane Falls Boulevard  
Spokane, Washington 99201

With a Copy to: City Attorney's Office  
City of Spokane  
Fifth Floor, City Hall  
808 W. Spokane Falls Boulevard  
Spokane, Washington 99201

**COUNTY:** Chief Executive Officer or designee  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

With a Copy to Chairman,  
Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

**Section 11:           INSURANCE**

During the term of the Agreement, the COUNTY and the CITY 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 \$10,000,000 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 CITY, its officers and employees are additional insureds but only with respect to the COUNTY'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 \$5,000,000 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 \$5,000,000 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 COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY 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 CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

## **Section 12: ANTI-KICKBACK**

No officer or employee of the Parties, 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 13: PRIOR AGREEMENTS**

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void

## **Section 14: MISCELLANEOUS**

- A. NON-WAIVER:** No waiver by either 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. HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. 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.
- G. 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.
- H. 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.
- I. VENUE:** This Agreement shall be under the laws 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.
- J. 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.

#### **Section 15: RCW 39.34 REQUIRED CLAUSES**

- A. PURPOSE:** See Section No. 1 above.
- B. DURATION:** See Section No. 4 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: \_\_\_\_\_

CITY OF SPOKANE

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

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

## **ATTACHMENT “B”**

### **METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE**

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

#### **Property (Real and Personal) Tax**

The current expense (general fund) property tax levies of the City and County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. “Excess” levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA’s TCA will be calculated. The “regular” levy rates of the City and/or County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A” to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

The Spokane County Treasurer will allocate 100% of the increase in County Road Tax Levy from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment “A” to a designated account for the PDA in the County’s Road Fund. These moneys shall be used by the County for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA.

Subsequent year’s allocations will be calculated using the same methodology.

#### **Regular Sales and Use Tax**

The regular sales tax of the City and County, within the geographic boundaries of the PDA, will be allocated in the following manner. Special sales tax designated for specific purposes (i.e. emergency communications, public safety, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

Beginning January 1, 2020, with 2019 established as the base year for regular taxable sales, 75% of any incremental increase of City or County regular sales or use tax generated within the Geographic Boundaries of the PDA as defined by Attachment “A” from a property or businesses shall be paid to the PDA. Of the remaining 25%, 12½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year’s allocations will be calculated using the same methodology.



### Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. Beginning January 1, 2020, with 2019 established as the base year for Leasehold Tax revenue, 75% of the incremental revenue from the Leasehold Tax collected from properties located within the Geographic Boundaries of the PDA, as defined by Attachment "A", will be distributed to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity, and 12 ½% is distributed to the other entity participating in this Agreement. The calculation will be based on the information as reported by the State Treasurer to the City and County.

Subsequent year's allocations will be calculated using the same methodology.

### Utility Tax

Beginning January 1, 2020, with 2019 established as the base year for Utility Tax revenue, 75% of any incremental increase in the Utility Taxes collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

### Business and Occupation Tax

Beginning January 1, 2020, with 2019 established as the base year for Business and Occupation tax revenue, 75% of any incremental increase in the Business and Occupation Tax collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A", will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained with the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

Subsequent year's allocations will be calculated using the same methodology.

# Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

## LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

That portion of Section 20, that portion of the S1/2 of Section 21, that portion of the S1/2 of Section 22, that portion of Section 27, that portion of Section 34, and that portion of Section 25, all in Township 26 North, Range 43 East, W.M., that portion of Section 2 and that portion of the N1/2 of Section 3, all in Township 25 North, Range 43 East, W.M., all in Spokane County, Washington, lying within the following described boundary:

**BEGINNING** at the intersection of the centerline of Nevada Street and the south right-of-way line of Magnesium Road on the east-west centerline of said Section 20; thence easterly, along the north line of the S1/2 of said Section 20, also being said south right-of-way line of Magnesium Road, to the east quarter corner of said Section 20; thence continuing easterly, along the north line of the S1/2 of said Section 21, to the east quarter corner of said Section 21; thence easterly, along the north line of the S1/2 of said Section 22, to the northeast corner of Spokane County Short Plat 87-520; thence southerly, along the east line of said Spokane County Short Plat 87-520, to the centerline of Freya Street; thence northeasterly, southeasterly, and southwesterly, along said centerline of Freya Street, to the intersection with the centerline of Lincoln Road, said centerline of Lincoln Road also being on the south line of said Section 22; thence easterly, along said centerline of Lincoln Road and said south line, to the centerline of Yale Road; thence southerly to the intersection of Weile Avenue, said intersection being on the south line of the NE1/4 of said Section 27; thence westerly to the centerline of vacated Yale Road (also known as Rouse Street); thence southerly, along the said vacated Yale Road (Rouse Street) and southerly along the centerline of Yale Road (Rouse Street), to the centerline of Lyons Avenue; thence easterly, along said centerline of Lyons Avenue, to the east line of Pinehurst Park Addition to Hillyard, a point on the north line of the S1/2 of the SE1/4 of said Section 27; thence easterly, along said north line, to the east line of said Section 27, also being the centerline of Havana Street; thence southerly, along said east line of Section 27 and said centerline of Havana Street, to the southeast corner of said Section 27; thence easterly, along the north line of said Section 35, to the east line of the W1/2 of the NW1/4 of said Section 35; thence southerly, along said east line of the W1/2 of the NW1/4 of said Section 35, to the southeast corner of said W1/2 of the NW1/4 of Section 35; thence southerly, along the east line of the W1/2 of the SW1/4 of said Section 35, to the southeast corner of the NW1/4 of the SW1/4 of said Section 35, also being a point on the centerline of Custer Street; thence southerly, along said centerline of Custer Street, to the southeast corner of the SW1/4 of the SW1/4 of said Section 35, a point in Valley Springs Road; thence easterly, along the south line of said Section 35 and along the centerline of Valley Springs Road, to the south quarter corner of said Section 35; thence continuing along the centerline of Valley Springs Road to a point on the east line of the west 200 feet of the NE1/4 of said Section 2; thence southerly, along said east line of the west 200 feet, to an angle point on the west line of Parcel F of Record of Survey filed in Book 26, Page 43 of Spokane County records, said point lying N0°00'08"W 396.00 feet from the south line of the NE1/4 of said Section 2; thence, along the west line of said Parcel F, the following four (4) calls from said Record of Survey:

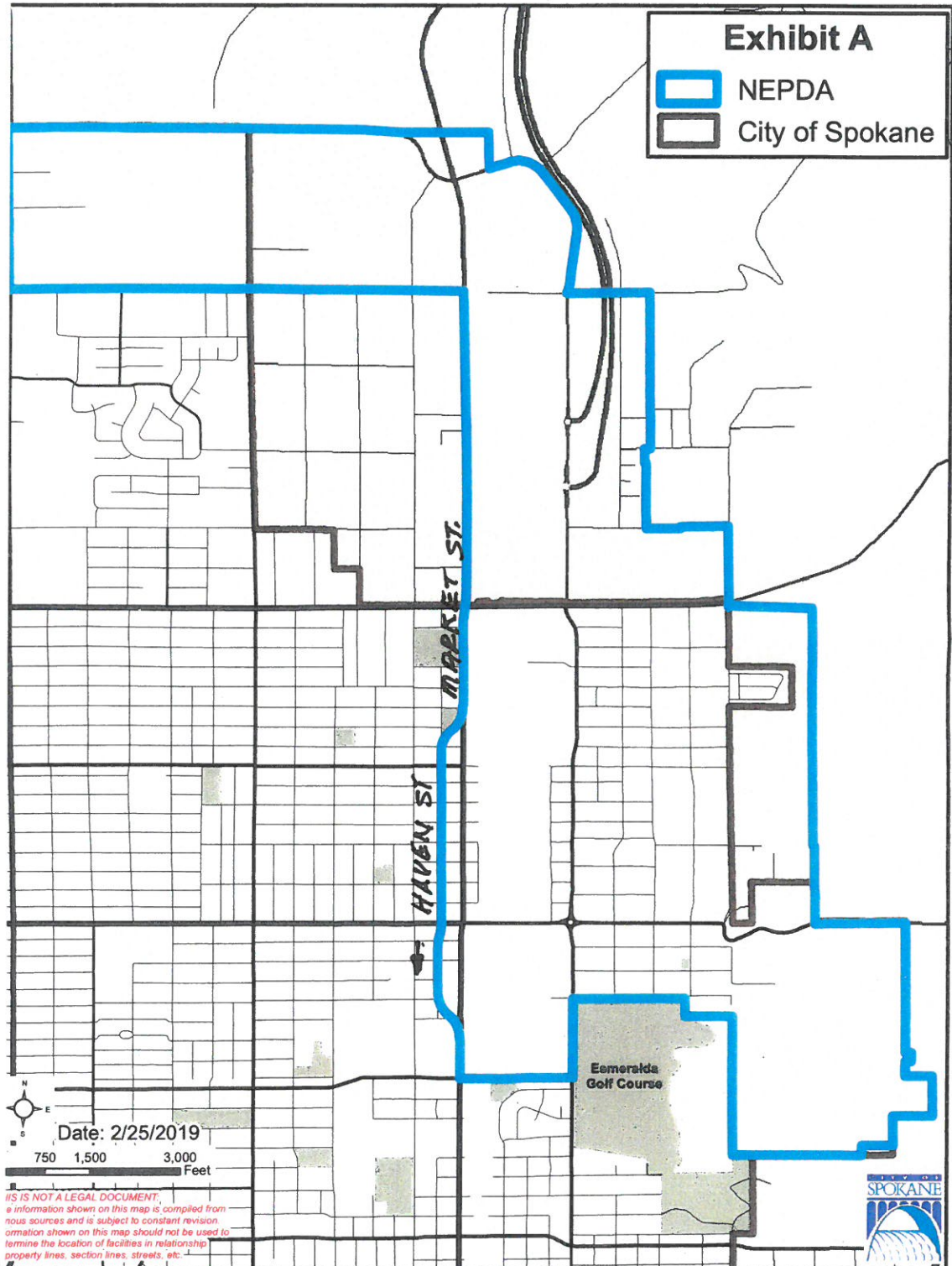
- 1) N89°57'47"E 100.00 feet;
- 2) S0°00'08"E 150.00 feet;



- 3) S89°57'47"W 100.00 feet;
- 4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

thence easterly, along said south line of the NE1/4 of said Section 2, to the northeast corner of the NW1/4 of the NW1/4 of the SE1/4 of said Section 2; thence southerly, along the east line of said NW1/4 of the NW1/4 of the SE1/4 to the southeast corner thereof; thence westerly, along the south line of said NW1/4 of the NW1/4 of the SE1/4 to the southwest corner thereof; thence southerly, along the west line of the SE1/4 of said Section 2, to a point 165.00 feet north of the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, parallel to the south line of the N1/2 of the SW1/4 of said Section 2, 528.01 feet; thence southerly, parallel to the east line of the SW1/4 of said Section 2, 165.00 feet to the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, along the south line of the N1/2 of the SW1/4 of said Section 2, to the west line of said Section 2; thence northerly, along the west line of said Section 2, to the west quarter corner of said Section 2; thence northerly, along said west line of said Section 2 and the east line of said Section 3, to a point on the centerline of Havana Street on the south line of Block 7 of Hillyard Orchard Heights Addition; thence westerly, along the south line of Block 7 of said Hillyard Orchard Heights Addition, to the southwest corner of said Block 7; thence northerly, along the west line of said Block 7, to the centerline of Rich Avenue; thence westerly, along said centerline of Rich Avenue, to the north-south centerline of said Section 3; thence southerly, along said north-south centerline of said Section 3, to the south line of the N1/2 of said Section 3; thence westerly, along said south line of the N1/2 of said Section 3, to the centerline of the southbound lanes of Market Street; thence northerly, along the centerline of the southbound lanes of the Market Street-Haven Street arterial, as illustrated on the attached Exhibit "A", through the N1/2 of said Section 3 and through said Section 34, to the north line of said Section 34 at the intersection of Market Street and Francis Avenue; thence, continuing northerly along the centerline of Market Street, through said Section 27 to the north line of said Section 27 at the centerline of Lincoln Road; thence westerly, along said centerline of Lincoln Road, along the north line of said Section 27, along the south line of said Section 21, and along the south line of said Section 20, to the centerline of Nevada Street; thence northerly, along the centerline of Nevada Street, to the north line of the S1/2 of said Section 20 and the south right-of-way line of Magnesium Road, the **POINT OF BEGINNING**.







**Agenda Sheet for City Council Meeting of:**  
11/04/2019

<b>Date Rec'd</b>	10/23/2019
<b>Clerk's File #</b>	ORD C35832
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	TAX & LICENSING/AUDIT
<b>Contact Name/Phone</b>	JAKE HENSLEY X6074
<b>Contact E-Mail</b>	JAHENSLEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Final Reading Ordinance
<b>Agenda Item Name</b>	0860 - BUSINESS REGISTRATION FEE ANNUAL ADJUSTMENT

**Agenda Wording**

An ordinance amending SMC 08.02.0206 relating to the annual adjustment of the City of Spokane's Business Registration Fee.

**Summary (Background)**

SMC 08.02.0206 provides that the business registration fees shall be adjusted for an amount equal to the consumer price index of the previous July-July time frame and that the newly determined fees shall be presented to the City Council for approval. The fee adjustment only applies to the base fee; personnel fees will not be impacted. This ordinance will increase the regular business registration basic fee from \$117 to \$120, and the reduced fee from \$58.50 to \$60.00, per twelve-month period.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	NO		
Revenue	\$	61,500.00		#	0020-88100-99999-32192-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>		
<b><u>Dept Head</u></b>		HENSLEY, JACOB A.		<b><u>Study Session</u></b>	10/21/19 Sustainable Res.
<b><u>Division Director</u></b>		STOPHER, SALLY		<b><u>Other</u></b>	
<b><u>Finance</u></b>		BUSTOS, KIM		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		DALTON, PAT		gcooley@spokanecity.org	
<b><u>For the Mayor</u></b>		ORMSBY, MICHAEL		Tax&Licenses@spokancity.org	
<b><u>Additional Approvals</u></b>				jahensley@spokanecity.org	
<b><u>Purchasing</u></b>				mredd@spokanecity.org	
				tsanders@spokanecity.org	

## Briefing Paper

### SUSTAINABLE RESOURCES COMMITTEE

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Business Registration Annual Fee Adjustment per SMC 08.02.0206
<b>Date:</b>	10/16/2019
<b>Contact (email &amp; phone):</b>	<a href="mailto:jahensley@spokanecity.org">jahensley@spokanecity.org</a> ; 625-6074 (Jake Hensley, Treasury Manager)
<b>City Council Sponsor:</b>	Candace Mumm
<b>Executive Sponsor:</b>	Gavin Cooley
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	Review annually prior to January per SMC 08.02.0206
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Determination of 2020 Business Registration Fee Amount
<p><b>Background/History:</b> SMC 08.02.0206 states: “Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane Treasurer’s Office for an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the City Treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.”</p> <p>As noted in the above SMC, the CPI increase only applies to the basic registration fee and not to the personnel fees. <b>The regular registration fee is currently \$117. Businesses qualifying for a reduced fee license currently pay \$58.50.</b></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>The CPI figures for July – July (CPI-U = 1.8%; CPI-W = 1.7 %) would result in a 1.75% increase in the basic registration fee.</li> <li>If adjusted, the new registration fees would be:  <b>Regular business registration fee – from \$117 to \$120</b> (rounded up from \$119.05)  <b>Reduced registration fee – from \$58.50 to \$60.00</b> (50% of Regular fee)</li> <li>Business registration fees were last adjusted in 2018, effective 1/1/19.</li> <li>This change would generate approximately \$61.5k in new revenue for 2020.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: revenue generating</p>	

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

ORDINANCE NO C35832

An ordinance relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206; and

WHEREAS, SMC 08.02.0206 provides for an annual adjustment for Business Registration fees, and

WHEREAS, this Annual Fee adjustment is based on the previous years' increase in the Consumer Price Index (CPI); and

WHEREAS, The CPI figures for July – July (CPI-U = 1.8%; CPI-W = 1.7%) would result in a 1.75% increase in the basic registration fee; and

WHEREAS, if approved, the new Business Registration fees would be:

Regular business registration fee = \$120.00

Reduced registration fee and Temporary registration = \$60.00

-- Now, therefore:

The City of Spokane does ordain:

That SMC 08.02.0206 Business Registration is amended to read as follows:

1. A regular business registration basic fee is one hundred twenty dollars (\$120) per twelve-month period.
2. The basic fee for a nonresident business registration is one hundred twenty dollars (\$120) per twelve-month period.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
11/04/2019

<b><u>Date Rec'd</u></b>	10/23/2019
<b><u>Clerk's File #</u></b>	ORD C35833
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	FINANCE & ADMIN
<b><u>Contact Name/Phone</u></b>	PAUL INGIOSI 625-6061
<b><u>Contact E-Mail</u></b>	PINGIOSI@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	First Reading Ordinance
<b><u>Agenda Item Name</u></b>	0410 - CITYWIDE CIP ORDINANCE 2020-2025

**Agenda Wording**

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2020-2025 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

**Summary (Background)**

Spokane Municipal Code, section 07.17.010, states the City shall annually adopt a Citywide Six-Year Capital Improvement Program (CIP). A capital study session was held with the City Council on August 22, 2019. A Plan Commission workshop was held on September 11, 2019. A Plan Commission hearing was held on October 9, 2019. The 2020-2025 CIP was found to be consistent with the City's Comprehensive Plan per the attached City Plan Commission Findings of Fact, Conclusions, and Recommendations.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session</u></b> 8/22/19
<b><u>Division Director</u></b>	STOPHER, SALLY	<b><u>Other</u></b>
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	lwilliams@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	pingiosi@spokanecity.org
<b><u>Additional Approvals</u></b>		kemiller@spokanecity.org
<b><u>Purchasing</u></b>		

## **ORDINANCE NO. C35833**

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2020 THROUGH 2025. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2020 through 2025) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 24, 2019 by Council Resolution 2019-0044, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 26, 2019, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 11, 2019; and

WHEREAS, after providing appropriate public notices, on October 9, 2019, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 23, 2019, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CIP. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2020-2025), as set forth in the attached Citywide Capital Improvement Program (2020-2025).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2020-2025).

Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_.

\_\_\_\_\_  
Terri Pfister, City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

# **CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2020-2025 CITYWIDE CAPITAL IMPROVEMENT PROGRAM**

**A Recommendation of the City Plan Commission certifying that the 2020-2025 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 2020-2025 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 11, 2019, to obtain public comments on the 2020-2025 Six Year Citywide CIP.**

**F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2020-2025 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.**

***ACTION: Motion to accept the staff's Findings of Fact A through F.***

## **CONCLUSIONS:**

**A. The 2020-2025 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.**

**B. The 2020-2025 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.**

***ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.***

**RECOMMENDATIONS:**

**A. The Spokane City Plan Commission is certifying that the 2020-2025 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 6 to 0 the Plan Commission recommends the approval of these amended documents by the City Council.**

DocuSigned by:



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**Todd Beyreuther, President  
Spokane Plan Commission**

**Agenda Sheet for City Council Meeting of:**

10/28/2019

Date Rec'd

10/14/2019

Clerk's File #

ORD C35826

Renews #Submitting Dept

PLANNING

Contact Name/Phone

LOUIS MEULER 625-6096

Contact E-Mail

LMEULER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - EMERGENCY AMEND: CHARACTERISTICS OF DT COMPLETE STREET

Cross Ref #Project #Bid #Requisition #Agenda Wording

The proposed amendment will modify what is required by the City Council to vacate full or partial right-of-ways for a public purpose that has a Complete Street designation within the Downtown Zones.

Summary (Background)

The Regional Sports Complex is being constructed on a site that covers the current area of Cataldo Ave., between Howard St. and Washington St. To support the project the full street vacation of Cataldo Ave. is needed along with a portion of Dean Ave. Spokane Municipal Code (SMC) 17C.124.035 states that streets shown on Map 5.1 "Streetscape Improvements" in the Downtown Plan are not to be vacated in order to "incorporate the elements described in the complete street designation".

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

TRAUTMAN, HEATHER

Study SessionDivision Director

CORTRIGHT, CARLY

Other

PIES 9/23/19

Finance

ORLOB, KIMBERLY

Distribution ListLegal

RICHMAN, JAMES

ssuski@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lmeuler@spokanecity.org

Additional Approvals

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Purchasing

sbishop@spokanecity.org

smsimmons@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This section of Cataldo Ave. and Dean Ave. is listed as a "Type IV - Neighborhood Street: Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees."

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List




## Briefing Paper

<b>Council Meeting Division &amp; Department:</b>	Business and Development Services, Planning Services
<b>Subject:</b>	The proposed amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035 will modify what is required by the City Council to vacate a street or portion of a street for a public purpose that has a Complete Street designation within the Downtown Zones.
<b>Date:</b>	September 25, 2019
<b>Contact (email &amp; phone):</b>	Shea Suski, 625-6965 or Louis Meuler, 625-6096
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Neighborhood & Planning Services
<b>Strategic Initiative:</b>	Urban Experience
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of an emergency amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035
<p><u>Background/History:</u></p> <p>The Regional Sports Complex is being constructed on a site that covers the current area of Cataldo Ave., between Howard St. and Washington St. To support the project the full street vacation of Cataldo Ave. is needed along with a portion of Dean Ave. Spokane Municipal Code (SMC) 17C.124.035 states that streets shown on Map 5.1 “Streetscape Improvements” in the Downtown Plan are not to be vacated in order to “incorporate the elements described in the complete street designation”. This section of Cataldo Ave. and Dean Ave. is listed as a “Type IV – Neighborhood Street: Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees.”</p> <p>The proposed emergency amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035 will modify what is required by the City Council to vacate a street or portion of a street for a public purpose on those streets that have a Complete Street designation within the Downtown Zones.</p>	
<p><u>Draft Code Amendment:</u></p> <p><a href="#">Section 17C.124.035</a> Characteristics of Downtown Complete Street Designations</p> <p>The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on <a href="#">Map 5.1</a> “Streetscape Improvements” in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; <u>provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such streets or portions thereof.</u> Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:</p>	

## **ORDINANCE No. C35826**

AN ORDINANCE AMENDING SPOKANE MUNICIPAL CODE 17C.124.035 "CHARACTERISTICS OF DOWNTOWN COMPLETE STREET DESIGNATIONS" TO ALLOW FOR THE VACATION OF ALL OR PARTS OF RIGHT-OF-WAYS DESIGNATED AS A COMPLETE STREET TO ACCOMMODATE A PUBLIC USE; AND DECLARING AN EMERGENCY.

**WHEREAS**, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan in May 2001 and Comprehensive Plan Update in June 2017; and

**WHEREAS**, the City of Spokane adopted the updated Downtown Plan "Fast Forward Spokane: Downtown Plan Update" in December 2009 as part of the City's Comprehensive Plan; and

**WHEREAS**, the City Council enacted Ordinance No. C-34522 on January 16, 2010 adopting Chapter 17C.124 Downtown Zones as part of the Spokane Municipal Code, codifying the Downtown Plan Update, including Map 5.1 "Streetscape Improvements"; and

**WHEREAS**, Spokane Municipal Code Section 17C.124.035 "Characteristics of Downtown Complete Street Designations" references Map 5.1 of the Downtown Plan that depicts complete streets designations and states, "Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation"; and

**WHEREAS**, Spokane Municipal Code Section 17G.025.010 "Text Amendments to the Unified Development Code" identifies terms and conditions for amendments to the Spokane Municipal Code; and

**WHEREAS**, the Plan Commission held a public hearing on this amendment on October 9<sup>th</sup>, 2019 and recommended to approve the amendment to SMC 17C.124.010; and

**WHEREAS**, as a result of the City's efforts, the public has had the opportunity to participate throughout the code amendment process and all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

**WHEREAS**, on October 7<sup>th</sup>, the City notified the Department of Commerce of its intent to adopt this Ordinance and requested expedited review of the same; and

**WHEREAS**, the City Council finds that the amendments set forth herein are consistent with the Growth Management Act, and will protect and promote the health, safety and welfare of the general public; and

**WHEREAS**, the amendment was found to be a procedural amendment and exempt from the State Environmental Policy Act (SEPA); and

**WHEREAS**, the City Council finds that it is necessary for this Ordinance to take effect immediately upon passage in order to accommodate a pending street vacation request that is necessary to facilitate construction of the planned Sportsplex;

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

**Section 1:** Findings, Analysis and Conclusions. After reviewing the record and considering the arguments and evidence in the record and at the public meetings, the City Council hereby adopts the findings and conclusions adopted by the Plan Commission on October 9<sup>th</sup>, 2019.

**Section 2:** Amendment of Spokane Municipal Code Section 17C.124.035. In accordance with Spokane Municipal Code Section 01.01.040 Amendment of Code, Spokane Municipal Code Section 17C.124.035 is hereby amended to read as follows:

“The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 “Streetscape Improvements” in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such right-of-ways or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

- A. Type I – Community Activity Street.  
Type I streets are slow, two-way streets with wide, well-maintained sidewalks and pedestrian amenities to encourage strolling, walking, and shopping.
- B. Type II – Community Connector.  
Type II streets move traffic and pedestrians into and around downtown. These streets provide some of the major pedestrian connection to surrounding neighborhoods and districts.
- C. Type III – City-Regional Connector.  
Type III streets move auto traffic through downtown and provide connections to the rest of the City and region. These attractive, landscaped arterials are to be improved with street trees, sufficient sidewalks for pedestrian circulation and pedestrian buffer areas, and safe pedestrian crossings.

- D. Type IV – Neighborhood Streets.  
Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees. All downtown streets will meet Type IV criteria to a minimum.
- E. Alleys.  
Alleys provide the best opportunity to prioritize the pedestrian above the motor vehicle. Alleys are critical service areas where deliveries and refuse collection shall be focused. Alley encroachments shall be removable and allow for nightly access.”

**Section 3:** Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its passage.

**Section 4:** Transmittal to State. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington Department of Commerce as required by law.

**Section 5:** Severability/Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases were unconstitutional or invalid.

Passed by City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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Assistant City Attorney

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Mayor

---

Date

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Effective Date

**Spokane Plan Commission Findings of Fact, Conclusions,  
and Recommendations on Proposed Amendment to  
Spokane Municipal Code Section 17C.124.035  
Characteristics of Downtown Complete Street Designations**

**A recommendation of the Spokane Plan Commission to the City Council to APPROVE a proposal to amend Spokane Municipal Code Section 17C.124.035. If approved, the amendment would allow for the vacation of right-of-way designated as a Complete Street in the Downtown Plan Map 5.1 “upon a finding that a vacation is needed in order to accommodate a public use”.**

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 and Comprehensive Plan Update in June 2017 that comply with the requirements of the Growth Management Act (GMA).
- B. The City of Spokane adopted the updated Downtown Plan “Fast Forward Spokane: Downtown Plan Update” in December 2008 as part of the City’s Comprehensive Plan and enacted Ordinance No. C-34522 on January 16, 2010 adopting Chapter 17C.124 Downtown Zones as part of the Spokane Municipal Code (SMC), codifying the Downtown Plan Update, including Map 5.1 “Streetscape Improvements” which designates Complete Streets.
- C. SMC Section 17C.124.035 Characteristics of Downtown Complete Street Designations states, in part: “Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation.”
- D. SMC Section 17G.025.010 Text Amendments to the Unified Development Code allows for the amendment of the SMC if the City finds “the proposed amendment is consistent with the applicable provisions of the comprehensive plan” and “the proposed amendment bears a substantial relation to public health, safety, welfare, and pretention of the environment.”
- E. The amendment is categorically exempt under SEPA Chapter 43.21C RCW.
- F. On September 25, 2019 and October 2, 2019 a Notice of Public Hearing and SEPA Determination was published in the Spokesman Review advertising the October 9, 2019 hearing. The same notice was posted at City Hall and the main branch of the library on September 30, 2019.
- G. On October 1, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Proposed Amendment.

- H. On October 1, 2019, the City provided Notice of Public Hearing with a link to a project website to neighborhood councils that are covered by Map 5.1 including Browne's Addition, Cliff/Cannon, East-Central, Peaceful Valley, Riverside, and West-Central.
- I. On October 9, 2019 a Notice of the Intent to Adopt an Amendment to the Unified Development Code providing a summary of the amendment and the process to adopt was published in the City's Gazette.
- J. Public comment was accepted through the process until the October 9, 2019 Plan Commission hearing, including an open house held prior to the hearing to answer questions and receive comment.
- K. On October 7<sup>th</sup>, 2019, the Washington State Department of Commerce and appropriate state agencies were given the notice of intent to adopt before adoption of any proposed changes to the Unified Development Code.
- L. Prior to the Plan Commission hearing, staff prepared a briefing paper and presentation providing staff's analysis of the merits of the proposal to amend SMC Section 17C.124.035, and recommending approval of the application.
- M. As a result of the City's efforts, the public has had an appropriate opportunity to participate in the proposed amendment and persons desiring to comment have been given an opportunity to comment on the proposal.
- N. On October 9, 2019, the Plan Commission held a public hearing on the Proposed Amendment.
- O. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Briefing Paper prepared for the Proposed Amendment (the "Briefing Paper").

## **CONCLUSIONS:**

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), agency and public comments received, and public testimony presented regarding the proposal, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.025:

- 1. The Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
- 2. The proposed amendment is consistent with the goals and purposes of GMA.
- 3. The proposed amendment is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring


jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

4. The proposed amendment is consistent with the applicable provisions of the comprehensive plan,
5. The proposed amendment bears substantial relation to public health, safety, welfare, and protection of the environment by providing flexibility to SMC 17C.124.035 that does not currently exist in the code and would otherwise require a cumbersome process of amending the Downtown Plan Map 5.1 "Streetscape Improvements" of which could delay any necessary response that aims to protect these stated values.

### **RECOMMENDATIONS:**

In the matter of the proposal to amend the Spokane Municipal Code Section 17C.124.035 to add language that allows for the vacation of right-of-ways designated as a Complete Street in the Downtown Plan Map 5.1 provided the purpose is for a public use:

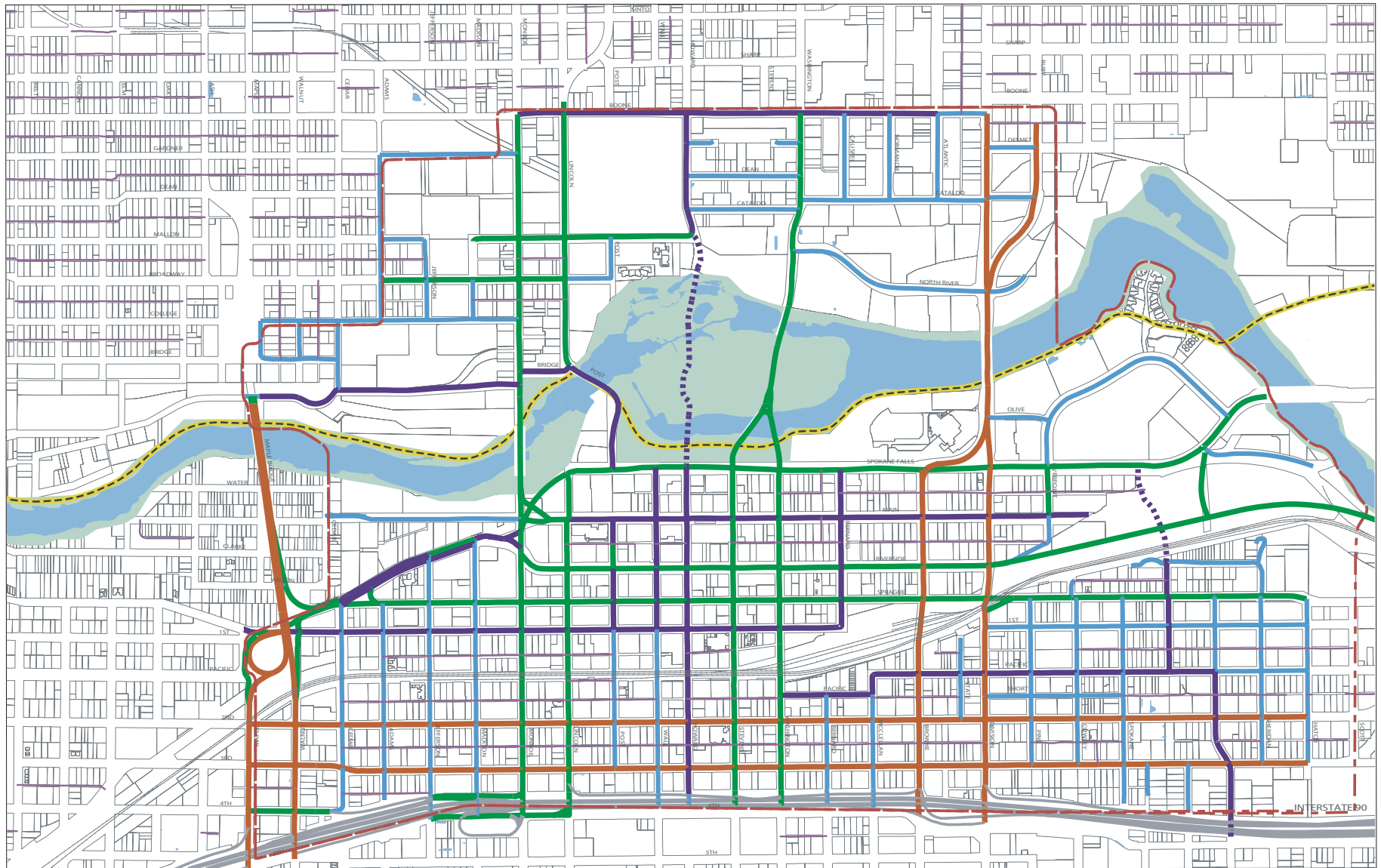
The Plan Commissions recommends to City Council the APPROVAL by a vote of 4 to 2 of the proposed amendment, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Proposed Amendment.



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**Todd Beyreuther, President**  
**Spokane Plan Commission**  
**October 9, 2019**





MAP 5.1 STREETScape IMPROVEMENTS



- Interstate
- Existing Alleys
- Centennial Trail
- Type I Complete Street (Community Activity Street)
- Type II Complete Street (Community Connector)
- Type III Complete Street (City-Regional Connector)
- Type IV Complete Street (Neighborhood Street)
- Bike/Pedestrian Path
- Downtown Boundary

0 500 1,000 Feet



**Agenda Sheet for City Council Meeting of:**

10/21/2019

Date Rec'd

10/9/2019

Clerk's File #

FIN 2019-0001

Renews #Submitting Dept

FINANCE &amp; ADMIN

Contact Name/Phone

PAUL INGIOSI 625-6061

Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Agenda Item Type

Hearings

Agenda Item Name

0410 - SET BUDGET HEARINGS

Cross Ref #Project #Bid #Requisition #Agenda Wording

Setting the Hearings for review of the 2020 Proposed Budget beginning Monday, November 4, 2019 and continuing thereafter at the regular Council meetings through December 2, 2019.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the 2020 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on November 4, 2019 and are currently scheduled to continue each Monday through December 2, 2019. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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