

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 15, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY 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 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) 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.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas and packet materials may be accessed on the City website at www.spokanecity.org.

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

(This page has been temporarily modified during the closure of City Hall to the public.)

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. Purchases from: | Approve
All | |
| a. Pape Machinery (Spokane, WA) of a John Deere 544L Wheel Loader for the Street Department using Sourcewell Contract #032119-JDC—\$248,844.59 (incl. tax). | | OPR 2020-0510 |
| b. Special Asphalt Products (Spokane, WA) of one Cimline Crack Sealer for the Street Department using HGAC Contract SM10-18A—\$73,316.93 (incl. tax). | | OPR 2020-0511 |
| Clint Harris | | |
| 2. Contract Renewal with Mitchell Humphrey (St. Louis, MO) for software maintenance and upgrades for the City's Financial Management Suite (FMS) from July 1, 2020, through June 30, 2021—\$99,659.84 (incl. tax). | Approve | OPR 2016-0396 |
| Michael Sloon | | |
| 3. Collective Bargaining Agreement between the Spokane Police Guild and the City of Spokane to govern the period from 2017-2020. (Relates to Ordinance C35912.) | Approve | OPR 2020-0514 |
| Lori Kinnear | | |

- | | | |
|--|------------------------------------|---------------|
| 4. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2020-0002 |
|
 | | |
| 5. City Council Meeting Minutes: _____, 2020. | Approve
All | CPR 2020-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

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.

LEGISLATIVE SESSION

NOTE: The regularly scheduled 6:00 p.m. Legislative Sessions are canceled through June 15, 2020. City Council will be considering all legislative agenda items during their regularly scheduled 3:30 p.m. Briefing / Administrative Sessions.

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

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35912 amending Ordinance No. C35857, passed by the City Council December 16, 2019, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, declaring a public emergency, and providing it shall take effect immediately upon passage under Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane”, and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$6,219,000;

TO: Various Accounts, same amount.

(This action budgets for prior year costs related to the recently approved Police Guild contract.) (Relates to Item No. 3 of the Consent Agenda.) (Council Sponsor: Council Member Kinnear)

Paul Ingiosi

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C35911

Of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the principal amount of not to exceed \$4,068,985 to provide funds to refund the City's outstanding Limited Tax General Obligation and Refunding Bond, Series 2016; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, declaring an emergency, and providing for other matters properly relating thereto. (Relates to an interfund loan from the Spokane Investment Pool to the Asset Management Fund.) (Deferred from June 1, 2020) (Council Sponsor: Council Member Mumm)

Tonya Wallace

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0033** Of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,927,080; establishing an interfund loan facility from the Spokane Investment Pool to refinance an existing interfund loan; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Deferred from June 1, 2020) (Council Sponsor: Council Member Mumm)
Tonya Wallace
- RES 2020-0034** Of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$33,321,338.39; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto. (Deferred from June 1, 2020) (Council Sponsor: Council Member Mumm)
Tonya Wallace
- RES 2020-0039** Regarding a Memorandum of Understanding between Spokane County United Way and the City of Spokane Public Defender's Office. (Council Sponsor: Council President Beggs)
Council President Beggs
- ORD C35870** Prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code. (Deferred from May 18, 2020, Agenda) (Council Sponsor: Council Member Burke)
Council Member Burke
- ORD C35879**
OPR 2007-0399 Of the City Council of the City of Spokane, Spokane County, Washington amending ordinance No. C34032 in order to revise the description of the public improvements, extend the apportionment period, amend the intergovernmental agreement, and providing for other matters properly related thereto. (Council Sponsor: Council Member Stratton) (Deferred from March 9, 2020, Agenda)
Council Member Stratton

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS**NO HEARINGS**

**Motion to Approve Advance Agenda for June 15, 2020
(per Council Rule 2.1.2)**

ADJOURNMENT

The June 15, 2020, Regular Legislative Session of the City Council is adjourned to June 22, 2020.

NOTES

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

06/15/2020

Date Rec'd	6/2/2020
Clerk's File #	OPR 2020-0510
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE19498

Submitting Dept	STREETS
Contact Name/Phone	CLINT E HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 PURCHASE OF JOHN DEERE FRONT LOADER

Agenda Wording

Fleet Services would like to purchase a John Deere 544L Wheel Loader for the Street Department using Sourcewell Contract #032119-JDC for \$248,844.59 including Tax, Pape Machinery, Spokane, WA.

Summary (Background)

The John Deere Wheel Loader will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a John Deere Wheel Loader for the Street Department. Funding for this is available in the Street Department Replacement Fund.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 248,844.59		# 5110-71700-94000-56413-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session\Other</u> June 1, 2020
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Breean Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	mmartinez
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	
<u>STREETS</u>	HARRIS, CLINT E.	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of John Deere Loader
Date:	June 1, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a John Deere 544L Wheel Loader for the Street Department using Sourcewell Contract #032119-JDC for \$248,844.59 including Tax, Pape Machinery, Spokane, WA.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The John Deere Wheel Loader will replace equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a John Deere Wheel Loader for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Street Department Replacement Fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Quote Id: 21213772

Prepared For:
CITY OF SPOKANE FLEET



Prepared By: **REESE DICKINSON**

Pape Machinery, Inc.
W 6210 Rowand Road
Spokane, WA 99224

Tel: 509-838-5252
Mobile Phone: 509-995-9858
Fax: 509-558-2485
Email: rdickinson@papemachinery.com

Offer Expires: 31 March 2020

Quote Summary**Prepared For:**

CITY OF SPOKANE FLEET
915 N Nelson St
Spokane, WA 99202
Business: 509-625-7865

Prepared By:

REESE DICKINSON
Pape Machinery, Inc.
W 6210 Rowand Road
Spokane, WA 99224
Phone: 509-838-5252
Mobile: 509-995-9858
rdickinson@papemachinery.com

Quote Id: 21213772**Expiration Date:** 31 March 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 544L WHEEL LOADER	\$ 302,170.43 X	1 =	\$ 302,170.43
2020 HENKE REL12 with Higate and Wing	\$ 40,975.00 X	1 =	\$ 40,975.00
2020 Sourcewell Muni discount	\$ -114,638.00 X	1 =	\$ (114,638.00)
Equipment Total			\$ 228,507.43

Quote Summary

Equipment Total	\$ 228,507.43
Federal Excise Tax	\$ 0.00
Licensing Fee	\$ 0.00
CA Tire Recycling Fee	\$ 0.00
Doc Fee	\$ 0.00
Rental Services Fee	\$ 0.00
SubTotal	\$ 228,507.43
Sales Tax - (8.90%)	\$ 20,337.16
Total	\$ 248,844.59
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 248,844.59

Salesperson : X _____**Accepted By : X** _____

Selling Equipment

Quote Id: 21213772

Customer: CITY OF SPOKANE FLEET

JOHN DEERE 544L WHEEL LOADER

Hours:
Stock Number:

				Selling Price
				\$ 302,170.43
Code	Description	Qty	Unit	Extended
7580DW	544L WHEEL LOADER	1	\$ 204,642.00	\$ 204,642.00
Standard Options - Per Unit				
170C	JDLink Ultimate 5 Year Subscription	1	\$ 0.00	\$ 0.00
0924	John Deere PowerTech Engine	1	\$ 19,591.00	\$ 19,591.00
1010	Standard Wheel Loader	1	\$ 0.00	\$ 0.00
1110	5-Speed Powershift Transmission	1	\$ -3,900.00	\$ -3,900.00
1217	140 amp Alternator	1	\$ 347.00	\$ 347.00
1310	Flat Black Curved Stack	1	\$ 0.00	\$ 0.00
1430	Engine Air Intake System with Centrifugal Precleaner	1	\$ 667.00	\$ 667.00
1520	Automatic Reversing Hydraulic Fan	1	\$ 1,650.00	\$ 1,650.00
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1	\$ 0.00	\$ 0.00
1910	Premium Cab	1	\$ -512.00	\$ -512.00
1945	7 inch Monitor with Dedicated Rear Camera Display	1	\$ 1,645.00	\$ 1,645.00
1970	Hydrau Hydraulic Fluid	1	\$ 0.00	\$ 0.00
2010	Standard Z-BAR	1	\$ 0.00	\$ 0.00
2120	Steering Wheel Only	1	\$ 0.00	\$ 0.00
2240	Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension	1	\$ 1,295.00	\$ 1,295.00
2360	Joystick Controls	1	\$ 0.00	\$ 0.00
2404	Four Function Hydraulics	1	\$ 4,231.00	\$ 4,231.00
2510	Ride Control	1	\$ 4,015.00	\$ 4,015.00
2605	English Decals and Manuals	1	\$ 0.00	\$ 0.00
2715	15 Amp Converter	1	\$ 115.00	\$ 115.00
2870	No Payload Scale with Cycle Counter	1	\$ 119.00	\$ 119.00
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1	\$ 0.00	\$ 0.00
3120	Manual Axle Differential Lock	1	\$ 0.00	\$ 0.00
4415	Michelin XSnoPlus, 20.5R25 L2 Radial Tires with 3pc Rims	1	\$ 19,950.00	\$ 19,950.00
5550	Full Width Front and Rear Fenders	1	\$ 2,310.00	\$ 2,310.00
5620	Left And Right Side Steps	1	\$ 920.00	\$ 920.00
5840	No Fork Frame	1	\$ 0.00	\$ 0.00
5940	No Tines	1	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 21213772

Customer: CITY OF SPOKANE FLEET

7140	Premium LED Work and Drive Lights	1	\$ 1,449.00	\$ 1,449.00
8220	Rear Hitch and Counterweight	1	\$ 0.00	\$ 0.00
8240	Rear Camera	1	\$ 1,085.00	\$ 1,085.00
8275	Strobe Beacon with Left Beacon Bracket	1	\$ 275.00	\$ 275.00
8350	Remote Powered and Heated Exterior Mirrors	1	\$ 712.00	\$ 712.00
8370	Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port	1	\$ 850.00	\$ 850.00
8450	Cab with Air A/C Charge	1	\$ 0.00	\$ 0.00
8560	Hydraulic Coupler - JRB 416 Pattern	1	\$ 5,518.00	\$ 5,518.00
8860	Bolt-on Cutting Edge	1	\$ 1,003.00	\$ 1,003.00
8910	3.0 Cu. Yd. Bucket (Coupler only)	1	\$ 7,007.00	\$ 7,007.00
9015	Engine Block Heater	1	\$ 243.00	\$ 243.00
9043	Environmental Drains and Sampling Ports	1	\$ 410.00	\$ 410.00
9050	Wheel Spin Control System	1	\$ 490.00	\$ 490.00
9055	Throttle Lock	1	\$ 215.00	\$ 215.00
9065	Axle Oil Cooling and Filtration	1	\$ 2,175.00	\$ 2,175.00
9140	Fire Extinguisher	1	\$ 149.00	\$ 149.00
9240	Engine Compartment Light	1	\$ 180.00	\$ 180.00
9520	License Plate Bracket	1	\$ 177.00	\$ 177.00
9525	Slow Moving Vehicle (SMV) Emblem	1	\$ 157.00	\$ 157.00
Standard Options Total				\$ 74,538.00
Dealer Attachments				
BYT11235	5th/6th Function Hydraulics	1	\$ 7,481.43	\$ 7,481.43
1111	5th /6th function install	1	\$ 3,714.00	\$ 3,714.00
Dealer Attachments Total				\$ 11,195.43
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 9,900.00	\$ 9,900.00
	Service/Parts Manuals	1	\$ 900.00	\$ 900.00
	Setup	1	\$ 1,000.00	\$ 1,000.00
Other Charges Total				\$ 11,800.00
Suggested Price				\$ 302,175.43
Customer Discounts				
Customer Discounts Total			\$ -5.00	\$ -5.00
Total Selling Price				\$ 302,170.43

2020 HENKE REL12 with Higate and Wing

Selling Equipment

**MACHINERY**

Quote Id: 21213772

Customer: CITY OF SPOKANE FLEET

Hours:		0		
Stock Number:				
				Selling Price
				\$ 40,975.00
Code	Description	Qty	Unit	Extended
REL12	Henke REL12 with Higate and 10' postless wing, installed	1	\$ 40,975.00	\$ 40,975.00
Suggested Price				\$ 40,975.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 40,975.00

2020 Sourcewell Muni discount

Hours:		0		
Stock Number:				
				Selling Price
				\$ -114,638.00
Code	Description	Qty	Unit	Extended
SRCW		1	\$ -114,638.00	\$ -114,638.00
Suggested Price				\$ -114,638.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ -114,638.00

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

☐ **Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 4/15/20	Type of expenditure: Goods
Department: Street Department	
Approving Supervisor: Clint Harris	
Amount of proposed Expenditure: \$1,100,000 Street Department Fleet Replacement Budget.	
Funding Source: \$1,100,000 Street Department Fleet Replacement Budget.	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
Annual cost to replace aging equipment identified for replacement. Equipment is ordered at the beginning of year to arrive by years end.	
What are the impacts if expenses are deferred?	
Increased equipment costs for repairs.	
What alternatives resources have been considered?	
None	
Description of the goods or service and any additional information.	
Street Equipment replacement budget is \$1.9 million. Reduced replacement request by 37% for the General Fund allocation to the replacement fund. Equipment is a loader, grader, 10 wheel dump truck, sweeper, brush hog, grapple bucket, bucket truck, and 1 new snow plow.	
Person Submitting Form/Contact: Clint Harris	DocuSigned by:
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

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

06/15/2020

Date Rec'd

6/3/2020

Clerk's File #

OPR 2020-0511

Renews #**Submitting Dept**

FLEET OPERATIONS

Cross Ref #**Contact Name/Phone**

CLINT E HARRIS 625-7744

Project #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19565

Agenda Item Name

5100 PURCHASE OF CIMLINE CRACK SEALER

Agenda Wording

Fleet Services would like to purchase one (1) Cimline Crack Sealer for the Street Department using HGAC Contract SM10-18A for \$73,316.93 including Tax, from Special Asphalt Products.

Summary (Background)

The Cimline Crack Sealer will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a Cimline Crack Sealer for the Street Department. Funding for this is available in the Street Department Replacement Fund.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 73,316.93

5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

PAINE, DAVID

Study Session\Other

June 8, 2020

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

STREETS

HARRIS, CLINT E.

Briefing Paper

Urban Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Cimline Cracksealer
Date:	June 8, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase one (1) Cimline Crack Sealer for the Street Department using HGAC Contract SM10-18A for \$73,316.93 including Tax, from Special Asphalt Products.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Cimline Crack Sealer will replace equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a Cimline Crack Sealer for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Street Department Replacement Fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**CONTRACT PRICING
WORKSHEET**
For Catalog & Price Sheet Type Purchases

Contract
No.: SM10-18A

Date
Prepared: 6/2/2020

**This Worksheet is prepared by Contractor and given to End User. Please send copy to Gary McGee,
gmcege@cimline.com**

Buying Agency:	City of Spokane	Contractor:	Cimline Pavement Maintenance Group-Duraco/Cimline
Contact Person:	Micela Martinez	Prepared By:	John Dodge, Special Asphalt Products
Phone:	509-625-7823	Main:	800-953-6490
Cell:	509-368-1476	Cell:	509-981-8066
Email:	mmartinez@spokanecity.org	Email:	john@specialasphalt.com

Catalog / Price Sheet Name:	Cimline Pavement Maintenance Group-Cimline/Duraco
General Description of Product:	Cimline Crack sealer, model M2DH

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	M2DH, 230 GALLON HEATED HOSE, 301389	52650	52650
1	ENGINE COVER, 409127	2025	2025
1	ENGINE COVER INSULATION, 409227	450	450
1	LED FLASHING ARROW BOARD, 409117	2340	2340
1	SINGLE STOVE, 407455	540	540
0	10 LB FIRE EXT, 409115	450	0
1	AGGITATOR STOP, 404378	900	900
1	SPARE TIRE AND MOUNT, 408332	540	540
1	HIGH FLOW MATERIAL OPTION, 408327	90	90
1	INTEGRATED HEAT LANCE UPGRADE, 409279	4950	4950
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			64485

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

FREIGHT IS F.O.B. Spokane, WA	2500
PDI (Pre Delivery Inspection)	340
Subtotal C:	2840

Delivery Date: 4 KWS ARO	D. Total Purchase Price (A+B+C): 67325
--------------------------	--



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 4/15/20	Type of expenditure: Goods
Department: Street Department	
Approving Supervisor: Clint Harris	
Amount of proposed Expenditure: \$1,100,000 Street Department Fleet Replacement Budget.	
Funding Source: \$1,100,000 Street Department Fleet Replacement Budget.	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
Annual cost to replace aging equipment identified for replacement. Equipment is ordered at the beginning of year to arrive by years end.	
What are the impacts if expenses are deferred?	
Increased equipment costs for repairs.	
What alternatives resources have been considered?	
None	
Description of the goods or service and any additional information.	
Street Equipment replacement budget is \$1.9 million. Reduced replacement request by 37% for the General Fund allocation to the replacement fund. Equipment is a loader, grader, 10 wheel dump truck, sweeper, brush hog, grapple bucket, bucket truck, and 1 new snow plow.	
Person Submitting Form/Contact: Clint Harris	DocuSigned by:
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

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

06/15/2020

Date Rec'd

6/3/2020

Clerk's File #

OPR 2016-0396

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR21714

Agenda Item Name

5300 MITCHELL HUMPHREY 2020 ANNUAL MAINTENANCE

Agenda Wording

A contract with Mitchell Humphrey for annual maintenance and support of the City's Financial Management Suite (FMS) and authorizing staff to execute contract July 1, 2020 - June 30, 2021. Contract amount is \$99,659.84 including tax.

Summary (Background)

This Contract is necessary in order to obtain software upgrades for all modules & receive Mitchell Humphrey Help Desk Support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger & related modules, Budget Ledger, Accounts Payable, Accounts Receivable - Invoicing, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite, AP ACH Wire Transfer, and Credit Card Processing.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 99,659.84

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Council Notifications**Study Session\Other**Public Safety and
Community Health
Committee 06/01/2020**Division Director**

SLOON, MICHAEL

Council Sponsor**Finance**

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

		Mitchell Humphrey - Kschafer@mitchellhumphrey.com
--	--	--

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Mitchell Humphrey & Co. Annual Support and Upgrades
Date:	June 1, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Mitchell Humphrey Financial Management System (FMS) Annual Software Maintenance and Support Utilizing Budget Account #5300 73300 18850 54820
Strategic Initiative:	Sustainable Resources
Deadline:	June 30, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<u>Background/History:</u>	
Mitchell Humphrey supports the City's Financial Management System (FMS), which is utilized by the accounting Department. Mitchell Humphrey is the only supplier of FMS licensing. 2019 contracted amount was \$96,757.65.	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> Contract with Mitchell Humphrey for Annual Software Maintenance and Support of the City's Financial Management System. Requesting \$99,659.84 including tax for the renewal of this contract. Term is July 1, 2020 – June 30, 2021 	
<u>Budget Impact:</u>	
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.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT RENEWAL

**Title: SOFTWARE MAINTENANCE AND UPGRADES
FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022 as ("MH&CO"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform SOFTWARE MAINTENANCE AND UPGRADES FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract executed by the parties on May 5, 2016 and May 26, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. RENEWAL TERM.

This Contract Renewal shall become effective on July 1, 2020 and run through June 30, 2021, unless terminates sooner.

3. COMPENSATION.

The City shall pay an estimated maximum amount not to exceed **NINETY NINE THOUSAND SIX HUNDRED FIFTY NINE AND 84/100 (\$99,659.84)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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 Renewal by having legally-binding representatives affix their signatures below.

MITCHELL HUMPHREY & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Nadie Woodward

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - 2020-2021 Fee Proposal dated April 15, 2020

20-089



1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

April 15, 2020

Ms. Becka Hunt
City of Spokane
West 808 Spokane Falls Boulevard
Spokane, Washington 99201-3344

Dear Becka:

Below is the breakdown for your annual maintenance and support fee for the period July 1, 2020 through June 30, 2021.

General Ledger and related modules	\$21,460.00
Budget Ledger	9,575.00
Accounts Payable	9,125.00
Accounts Receivable-Invoicing	11,780.00
Purchasing and related modules	21,260.00
FMS-EXEC	2,720.00
Test Account	8,995.00
FMS Productivity Suite	4,130.00
AP ACH Wire Transfer	810.00
Credit Card Processing	<u>1,660.00</u>
Total Maintenance	\$91,515.00

The invoice is included with this letter.

Sincerely,

A handwritten signature in black ink that reads 'Cindy Bari'.

Cindy Bari
Business Manager

Enclosure

Washington State Department of Revenue

[Services](#)[Business Lookup](#)

MITCHELL HUMPHREY & CO

License Information:

[New search](#)[Back to results](#)

Entity name: MITCHELL HUMPHREY & CO.

Business name: MITCHELL HUMPHREY & CO

Entity type: [Profit Corporation](#)

UBI #: 603-237-502

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409

Mailing address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident	T12010792BUS			Active	Nov-30-2020	Oct-15-2012

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

Governing people	Title
HUMPHREY, KATHLEEN A.	
SCHAEFER, KIM A.	
WOLPERT, THOMAS M.	

The Business Lookup information is updated nightly. Search date and time: 5/14/2020 8:45:17 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2019

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).

PRODUCER AssuredPartners Cornerstone LLC 721 Emerson Road Suite 500 St Louis MO 63141		CONTACT NAME: Johanna Winfield PHONE (A/C, No, Ext): (314) 373-2900 FAX (A/C, No): (314) 373-2901 E-MAIL ADDRESS: johannaw@cornerstoneinsurancegroup.com	
INSURED Mitchell Humphrey & Co. 1285 Fern Ridge Parkway Suite 140 St. Louis MO 63141		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Casualty - A INSURER B: Axis Surplus Insurance Co. - A+ INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424 26620	

COVERAGES

CERTIFICATE NUMBER: CL19122615695

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBAPC2547	01/01/2020	01/01/2021	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 Employee Benefits \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBAPC2547	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			84SBAPC2547	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WECBH0776	01/01/2020	01/01/2021	<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
B	Technology E&O/Cyber Liability/Data Breach			P00100002382302	07/01/2019	07/01/2020	Aggregate 2,000,000 Per Claim 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Spokane MIS Department 808 W. Spokane Falls Blvd. 7th Floor Spokane WA 99201-3344	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 J. Cody Wilson /
--	--

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ADDITIONAL COVERAGES

Ref #	Description BROAD FORM ENDT	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description BLANKET 30 Day Notice for Als	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat Premium

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Premium

Expenditure Control Form



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

Today's Date: 5/8/2020

Type of expenditure: Goods ☒ Services ☐

Department: ITSD

Approving Supervisor: MIKE SLOON

Amount of Proposed Expenditure: \$99,659.84 including tax

Funding Source: 5300-73300-18850-54820

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

Why is this expenditure necessary now?

This expenditure is required annually per our contract with Mitchell Humphrey.

What are the impacts if expenses are deferred?

We will be unable to get vendor support for upgrades or any other issues with the Financial Management System.

What alternative resources have been considered?

There are no other alternatives.

Description of the goods or service and any additional information?

Mitchell Humphrey supports the City's Financial Management System (FMS), which is utilized by the accounting Department.

Person Submitting Form/Contact: Carlos Plascencia

FINANCE SIGNATURE:

DocuSigned by:

Donya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

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

06/15/2020

Date Rec'd

6/5/2020

Clerk's File #

OPR 2020-0514

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 625-6261

Project #Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0320 - POLICE GUILD CONTRACT - 2017-2020

Agenda Wording

Collective bargaining agreement between the Spokane Police Guild and the City of Spokane to govern the period from 2017-2020. Relates to SBO for Police Guild Contract.

Summary (Background)

The Mayor has negotiated a tentative agreement with the Police Guild and is presenting the agreement to the City Council for its consideration. The attached document is the final draft of a collective bargaining agreement between the Spokane Police Guild and the City of Spokane, to govern the period from 2017-2020, to succeed the prior agreement which expired at the end of 2016. This item accompanies the special budget ordinance concerning retroactive pay.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 6,219,000

0680-XXXXX-XXXXX [Police]

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study Session\Other

various since 2017

Division DirectorCouncil Sponsor

CM Kinnear

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

wcrago@spokanecity.org

For the Mayor

COTE, BRANDY

mormsby@spokanecity.org

Additional ApprovalsPurchasing

AGREEMENT

between

CITY OF SPOKANE

and

SPOKANE POLICE GUILD

(2017-2020)

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PREAMBLE

This Agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City and the Spokane Police Guild, hereinafter referred to as the Guild, has as its purpose the promotion of harmonious relations between the City and the Guild and the establishment of an equitable and peaceful procedure for the resolution of differences.

EMBODIMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any known subject or matter not specifically referred to or covered in this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

ARTICLE 1 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees with the exception of the Chief of Police, Assistant Police Chiefs, Majors, Directors, Captains, and Lieutenants.

ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be in effect as of the first day of January 2017 and shall remain in full force and effect through the thirty-first day of December 2020.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which date shall not be before the expiration of this contract.

ARTICLE 3 - EMPLOYER RESPONSIBILITIES

Management Rights - The Guild recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Guild recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided

that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.

4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.
5. To take whatever actions may be necessary to carry out police functions in emergency situations.
6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.
7. To maintain efficiency of government operations entrusted to management.
8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.
9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Guild by specific provisions of the Agreement.

ARTICLE 4 – CHECKOFF

The City agrees to deduct the Guild membership initiation fee, assessments, and, once each month, Guild dues from the pay of those employees who individually request in writing that such deduction be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Guild.

ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE

Section A - Grievance Procedure Steps

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.
2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild

representatives concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.

3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1

A grievance may be presented to the Police Chief or designee by a Guild Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2

The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period, the grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received

within the allotted time period, the date the response was due.

Step 5

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B - Arbitration

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.
5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

Section C - Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

ARTICLE 6 - CITY SECURITY

Section A

The Guild and the Police Officers agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike against management or any slowdown or other interruption of or interference with the normal work routine of any law enforcement activities or agencies.

Section B

Violation of any provision of this Article by the Guild shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Guild in addition to whatever other remedies may be available to the City at law or in equity.

Section C

Violation of any of the provisions of this Article by any Police Officer shall be cause for the immediate discharge of that officer. Except as otherwise provided by law, no Police Officer shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees return to work and attempt to bring about prompt resumption of normal operation. Such request shall be made in writing with a copy of such written request supplied to the City. The Guild shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

Section E

In the event the provisions of this Article are not complied with, the City may proceed directly to court in order to obtain any and all possible judicial relief, as well as pursuing whatever remedies are available under this Agreement.

Section F

The City agrees that there shall be no lockout of Police Department employees under any circumstances.

ARTICLE 7 – HOLIDAYS

Section A

The following holidays shall be recognized by permanent employees on the days established by the City for that holiday, except that patrol employees shall observe the actual holiday on New Years, Independence Day, and Christmas Day.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Day
8. Forty hours of Floating Holidays
9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Police Chief within the policy established for this holiday and may be utilized by the hour.

When a holiday falls on an employee's regular day off, the employee will receive compensatory time or pay for that day. An employee on approved paid leave shall be eligible for holiday pay. When a holiday falls during an employee's regular vacation period, that day will not be charged against the employee's vacation. The manner of compensation will be determined by the Chief of Police.

Those members of the bargaining unit who are normally scheduled to work four ten hour shifts per week but are

released from work on a normally scheduled work day in observance of any of the eight specifically designated holidays, will be granted 10 hours of holiday pay. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

Section B - Work on a Non-Floating Holiday

When an employee takes the day off or is considered non-essential for the holiday, he/she will be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours for the day depending on the employees' work schedule.

When an employee works on any of the holidays listed above, he/she shall be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours of holiday pay depending on the work schedule the employee is assigned to. All employees who work on a designated holiday shall be paid an additional one and one-half (1 ½) times their current regular rate of pay for all hours worked on the holiday. The employee has the option of taking pay or comp for the time worked on the holiday, as provided in Article 9, section C.

Any hours worked that are in excess of the normal shift period will be considered overtime and will be paid at two and one-half (2 ½) times their current regular rate of pay for all overtime hours worked on a holiday. The employee has the option of taking pay or comp for overtime worked on a holiday. The holiday pay (straight time) portion will not be available as compensatory time.

ARTICLE 8 - COURT TIME

Section A

When an officer is required to appear in court outside the regular duty hours, they shall be paid a minimum of two (2) hours, except where such appearance is an extension of the regularly scheduled shift. If an officer is required to appear on the officer's day off or while on vacation, the officer shall be paid a minimum of four (4) hours at the time and one half (1 ½) rate.

Court is defined as any court of law or administrative hearing where the officer is required to appear, including pretrial conferences with the attorneys representing the prosecution in a criminal case or the City in a civil suit.

Employees who have been served a subpoena shall appear in court unless notified otherwise by the prosecutor or a court official. Prosecutors and court officials cannot authorize stand-by pay. If the need to appear cannot be clarified once the subpoena has been served, employees should respond and be available to testify.

If the officer failed to clear with the court, prior to vacation, the above would not apply as vacation court pay.

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

Section B

The above provision shall not apply when the court time starts during the employee's regular work shift and extends beyond the end of the shift. When the court time commences on the employee's regular shift and extends beyond the work shift, time and one-half (1½) shall be paid for the number of hours beyond the regular shift.

Section C

Employees shall have the option of selecting court time pay or compensatory time off.

ARTICLE 9 – OVERTIME

Section A - Miscellaneous

Temporary Schedule Adjustment – It is understood that employees in unique assignments such as the Special Investigative Unit, the Targeted Crimes Unit, the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, and the Traffic Unit will be expected to temporarily flex their schedules.

With forty-eight (48) hours notice employees assigned to the Chronic Offender Unit, Special Investigative Unit and the Targeted Crimes Unit may be required to temporarily adjust their work shift by up to four (4) hours.

With seven (7) calendar days notice, employees assigned to the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, the Traffic Unit, and the Support Services Division may be required to temporarily adjust their work shift by up to four (4) hours. Mandatory schedule adjustments shall not exceed four (4) adjustments within a calendar month. If the required notification is not given as stated above all work done outside of the regularly scheduled shift will be compensated and one and one-half (1 1/2) times the regular hourly rate of pay.

Availability of Special Overtime Assignments – Guild members may volunteer for an overtime assignment on their regularly scheduled days off, or outside their regularly scheduled shift consistent with the collective bargaining agreement.

Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of work may do so only under the following conditions:

Subject to this article and mutual agreement of the parties, Guild members may flex their work hours to avoid an overlap between their hours of work and the voluntary overtime assignment; or

Guild members may request the ability to switch a regularly scheduled work shift for a regularly scheduled day off. Both shifts must be within the same calendar pay period, and for a sister patrol team (if the Guild member is in patrol) during the same work hours as the Guild member's regularly scheduled work hours. All such trade requests must be pre-approved by the Guild member's sergeant, the sergeant supervising the sister patrol team involved in the trade, and the Guild member's lieutenant. The respective team sergeants and lieutenant may approve/deny requests based upon various operational factors, including the following: appropriate staffing levels, efficient use of department resources, and Guild members' fatigue. The lieutenant may approve a different make-up day than requested if it is in the best interest of the Department. Trade requests will not be approved if they result in additional overtime. Once approved, the make-up day will be considered the Guild members' regularly scheduled duty day for all purposes. Approval for trade requests may be cancelled due to an emergency. If a conflict develops between Guild members on the same team who have requested to switch shifts for same overtime opportunity, department seniority shall prevail.

Mutual Schedule Adjustment – An employee or the Employer may request a temporary schedule adjustment. Upon request a work shift may start by up to four (4) hours earlier or four (4) hours later than normally scheduled. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Unscheduled Overtime - When employees are required to return to work outside their normal duty hours and a minimum of 48 hours notice is not given, they will receive a minimum of four (4) hours pay at one and one-half times the employee's regular rate of pay. For those hours worked over four (4), they would be paid at the employee's time and one-half (1 1/2) rate until the overtime overlaps the employee's regular work shift. This section shall not apply to shift extensions at the end of the work shift.

Exception - If an employee is required to return to duty to complete work which is incomplete through the fault of the officer--necessary reports, citations, affidavits, etc.--no call back will be paid. Overtime at one and one-half times the employee's regular rate of pay will be paid for actual hours worked.

Section B - Overtime Rate

All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay.

Section C - Compensatory Time Off

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1st of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the police department if employees:

1. give less than five days written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
2. request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Years Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
3. request the use of compensatory time during any special event (Bloomsday, Lilac Parade, Neighbor days, etc)

The above list is not intended to be all inclusive of situations that are unduly disruptive, but rather is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

Section D - On Call

Any employee required by a supervisor to remain on-call for a weekend or fixed period of time shall be compensated at the following rate:

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain

on-call during any holiday.

3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

ARTICLE 10 - CONTRACT PERSONNEL

Section A Other Law Enforcement Agencies

The City and the Guild mutually agree that circumstances arise from time to time that call for the presence of more law enforcement personnel that are regularly on duty at that time. In order to meet the law enforcement needs of these circumstances, the City and the Guild agree that the City has the right to contract with other law enforcement agencies to supply law enforcement personnel and equipment.

In the event the City elects to so contract with other law enforcement agencies and sufficient time exists for proper planning, the City will first allow Guild members, not on regular duty during the time of need, to volunteer for the assignment. If the need is not filled by the volunteers, then the City may elect to implement contracts with other law enforcement agencies.

In an emergency or in the event the need for personnel is not filled by volunteers from the Guild, it is understood the City retains the right to require Guild members to report for duty under the terms and conditions of the general contract between the City and the Spokane Guild as amended.

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those agencies, and their personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

Section B Section B - Park Rangers

The City may issue a limited commission to and assign non-bargaining unit employees employed by the City as Park Rangers the authority to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of only the following crimes and infractions listed in the Spokane Municipal Code, within a City Park:

Public Parks - Prohibited Acts

Infraction 10.10.040

<u>Littering \$113 \$1035 Lit Material [Cigarettes]</u>	<u>Infraction</u>	<u>10.08.010</u>
<u>Open/Consume Alcohol In A Public Place</u>	<u>Infraction</u>	<u>10.08.200</u>
<u>Open Possession/Consumption of Marijuana</u>	<u>Infraction</u>	<u>10.15.220</u>
<u>No Helmet Law - Non-Motorized</u>	<u>Infraction</u>	<u>10.17.030</u>
<u>Liquor In A Public Park</u>	<u>Misdemeanor</u>	<u>10.10.040</u>
<u>Second Degree Criminal Trespass</u>	<u>Misdemeanor</u>	<u>10.12.050</u>
<u>Third Degree Malicious Mischief</u>	<u>Misdemeanor</u>	<u>10.12.025</u>
<u>Lewd Conduct</u>	<u>Misdemeanor</u>	<u>10.06.020</u>
<u>Urinating in Public</u>	<u>Misdemeanor</u>	<u>10.06.015</u>
<u>Disorderly Conduct</u>	<u>Misdemeanor</u>	<u>10.10.020</u>
<u>Graffiti Vandalism</u>	<u>Misdemeanor</u>	<u>10.10.070</u>
<u>Third Degree Theft</u>	<u>Misdemeanor</u>	<u>10.05.100</u>
<u>Making a False Statement to a Public Servant; False Reporting</u>	<u>Misdemeanor</u>	<u>10.07.020A</u>
<u>Disorderly Conduct</u>	<u>Misdemeanor</u>	<u>10.10.020</u>
<u>Minor in Possession of Alcohol (MIP)</u>	<u>Misdemeanor</u>	<u>10.08.210A1</u>
<u>Unauthorized Camping on Public Property</u>	<u>Misdemeanor</u>	<u>12.02.1010</u>
<u>Injury to Tree on Public Property</u>	<u>Infraction</u>	<u>12.02.1004</u>
<u>Unlawful Burning on Public Property</u>	<u>Infraction</u>	<u>12.02.1006</u>
<u>Unlawful Disposal of Litter on Public Property</u>	<u>Infraction</u>	<u>12.02.1008</u>

Park Ranger's shall request the assistance of the Spokane Police Department anytime they encounter an enforcement situation where they anticipate resistance or for violations that are outside of their limited commission to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of the crimes and infractions listed in paragraph 1 above, within a City Park

The City will not make reference to the transfer of bargaining unit work to non-bargaining unit City employees in any proceeding between the parties, including any interest arbitration proceeding, any PERC proceeding or any litigation, except that the City

may make reference to the transfer of bargaining unit work to non-bargaining unit City employees in a proceeding to enforce the terms of Art. 10, Section B.

ARTICLE 11 – WAGES

Upon approval by the Guild and the City Council of the tentative agreement agreed upon by the Guild Negotiating Committee and the City Negotiating Committee, the agreement shall be made a part of the City Employees Pay Plan and administered in accordance with the City Employees Pay Plan Rules.

Effective January 1, 2017, wages of all classifications covered by the Guild will be increased by 2.25%. Such wage increase(s) shall be retroactive to January 1, 2017 for all individuals who worked any time after January 1, 2017, for all time worked.

Effective January 1, 2018, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2018 for all individuals who worked any time after January 1, 2018 for all time worked.

Effective January 1, 2019, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2019 for all individuals who worked any time after January 1, 2019 for all time worked.

Effective January 1, 2020, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2020 for all individuals who worked any time after January 1, 2020, for all time worked.

Service Advancement

All police officers with five (5) or more years of service as commissioned officers in the department will be moved to 902 – Senior Police Officer, Range 29 at their respective longevity levels. This movement will be described as a “Service Advancement” and will be on a qualifying basis with no probationary period.

Henceforth, when a police officer reaches five (5) years of commissioned service with the department, they

will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

When they reach five (5) years longevity as a police officer, they will have their normal longevity increase during the affected pay period. At the beginning of the next quarter, they will advance to Senior Police Officer. In the interim, they will be paid out of grade at the Senior Police Officer pay range, five (5) year longevity level.

Lateral police officers will advance at a different rate than entry-level police officers. No later than completion of three (3) years of service in the department, their Service Advancement will occur. They will advance to Senior Police Officer at the entry level of Range 29 at the beginning of the next quarter, being paid out of grade until the paperwork is completed. They will remain at the entry level until they have completed five (5) years longevity in the department. At that time, they will progress through the normal longevity increase process in the Senior Police Officer pay range.

The quarterly changes are to be initiated by the department who will be keeping track of the next group of employees eligible for the Service Advancement. The parties will work with the Spokane Civil Service Commission to ensure a smooth transition.

Acting Sergeant

Patrol Corporals when filling a vacant Sergeant position for four (4) hours or more shall receive an additional three (3%) percent of Corporal base pay for that shift.

Specialty Pay

When assigned, employees will be paid the following monthly pay in addition to their normal compensation based on the top step of the officers pay:

Hostage Negotiator	3%
S.W.A.T Team	3%
K-9 Handlers	3%
Field Training Officers	3%
Motorcycle Officer	3%
Tactical Team	3%
Bomb Squad	6%
Major Crime Detective	2%

Dignitary Protection	2%
Special Events Supervisor and Coordinator	3%
Assistant Range Master	3% (if a rank below Sergeant is assigned)

An additional \$30.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accord with contract provisions.

Longevity

<u>Years of Service</u>	<u>Percent</u>
After 5 Years	2%
After 10 Years	4%
After 15 Years	6%
After 20 Years	8%
After 25 years	10%
After 30 years	12% (effective January 1, 2015)

Education

Effective May 1, 2014, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	.5%
BA or BS	1%

Effective January 1, 2015, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	1%

Shift Premium

When a member is assigned a shift, the City agrees to pay the following monthly amounts based on the top step of the Senior Police Officer:

Second Shift	0.75%
Third Shift	1.5%
Fourth Shift	2.25%

Extra Duty Wages

Extra duty employment is defined as work that is voluntarily performed for a separate and independent employer from the City. Extra duty pay and procedures shall be subject to renegotiation between the parties and recorded in a Memorandum of Understanding. The parties agree to meet during the month of July each year of the life of this agreement to determine the wages for extra duty employment for the following year.

Basic Law Enforcement Training (BLET)

- A. Members instructing at the BLET and Reserve BLET sessions will be paid the then current hourly rate for instructors at the Burien, Washington WSCJTA.
- B. Members who instruct during BLET sessions will be given first consideration for other instruction opportunities sponsored by the department. Instruction outside BLET sessions will follow current contract provisions with the overtime rate applying when applicable. BLET instructors gain more experience in classroom settings and will therefore be in higher demand as instructors in other than BLET training sponsored by the department.

For purposes of pay rates, FLSA requires that any member who works over 171 hours in a 28 day work period will be paid at their regular rate at time and one half for each hour over the 171 hour threshold. These are for hours worked not hours paid (physically on duty, not including discretionary paid time off). The current 10/40 patrol schedule has established 13 individual 28 day work periods in each calendar year that can be used to identify any work period under consideration.

ARTICLE 12 – VACATION

Vacation shall accrue on a bi-weekly basis as follows:

<u>Years of Service</u>	<u>Bi-Weekly</u>	<u>Hours of Vacation</u>
At the beginning of the 1 st year through completion of the 4 th year	5.69 hours	148 hours
At the beginning of the 5 th year through completion of the 10 th year	7.23 hours	188 hours
At the beginning of the 11 th year through completion of the 17 th year	8.76 hours	228 hours
At the beginning of the 18 th year and over	10.30 hours	268 hours

On December 31 of any year, the City may reduce the above-referenced accrual rates to their 2010 levels by permanently increasing all pay steps by 2.5% across the board.

Maximum accrual will not exceed two times the annual allowance plus forty (40) hours. Maximum vacation cash-out at retirement is the same as the maximum accrual. Annual vacation bids will be granted on the basis of department seniority, within work unit/team.

With the approval of their supervisor, and after completion of six (6) months of service employees may use vacation up to and including the amount accrued. Employees will be allowed to take vacation in hourly increments.

An employee shall not be credited with any vacation leave in a particular pay period unless that employee has been in a paid status for eighty percent (80%) or more of the hours in that pay period.

For the purposes of application, maximum accrual and maximum carryover are interchangeable terms.

If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty by the City for any reason once the vacation has begun shall be reimbursed for required round trip transportation costs involved in returning for duty if the employee is out of the area.

ARTICLE 13 – UNIFORMS

New hires will be furnished with uniforms as provided below. Existing employees shall have their uniform and equipment allotment maintained in accordance with this list. Said uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides, provided that it issues the full complement of uniform items enumerated below.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two calendar week period (non-cumulative) per officer; provided that jumpsuits are to be laundered at home by the employee and not submitted for cleaning at City expense. Motorcycle Officers shall, during the months of May through September, be entitled to have ten items cleaned during a two calendar week period (non-cumulative) per officer. Plain-clothes employees may substitute eight items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two calendar week per officer will be at the expense of the individual. Casual sports wear such as polo shirts and cotton twill pants are not covered under this agreement.

The following items shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition.

- 3 pairs of trousers (1 pair for det. & special units)
- 3 winter shirts (1 winter shirt for det. & special units)
- 2 winter jumpsuits
- 3 summer shirts (1 summer shirt for det. & special units)
- 2 summer jumpsuits
- 3 white shirts if required (motors, bike unit, etc.)
- 1 Uniform Tie
- 1 water resistant coat
- 1 badge
- 1 service weapon with 3 magazines
- 1 duty belt with 4 keepers
- 1 holster
- 1 set of handcuffs with case and key
- 1 OC 10 canister and holder
- 1 approved baton and holder
- 1 department radio and holder
- 1 rubber glove holder

1 protective vest

1 flashlight and holder

The City shall continue to provide special items to units with special requirements (motors, bike patrol, etc.). These special items will remain the property of the City. Probationary officers will receive one (1) uniform (summer/winter) at the time of hire and two (2) more upon completion of the Academy.

The items listed are the approved quartermaster issue items or replacement items. There are other items that are deemed approved and optional items that the employee is authorized to wear. Refer to applicable department uniform policy.

ARTICLE 14 - SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. These special items shall remain the property of the City. When the employer mandates a change in equipment, the employer shall provide the initial issue, unless the employee is allowed to continue using the obsolete article until no longer serviceable.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines established by the Guild and the City. The specific guidelines established by the Guild and the City to determine claims and the procedure for filing claims shall be posted.

ARTICLE 16 - LEAVES OF ABSENCE

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made by a part of the agreement:

Section A - Family Emergency Leave (LEOFF I and LEOFF II)

1. In the event of a serious sickness in the employee's family of any spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical service. In unusual situations, a LEOFF I officer may request a short extension of this leave. If any question arises, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.
2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section B – Family Leave

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480-hours) of unpaid leave during any 12 month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than 80 hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section C-Washington Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2020, premiums will total four-tenths of one percent (.4%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .4 percent of employees' wages.

Section D - Funeral Leave (LEOFF I and LEOFF II)

In the event of a death in the family of any employee--spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. If any question arises, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section E - Illness Leave (LEOFF II)

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period.
2. **Use of Illness Leave** - Illness leave may be used after six (6) months of continuous service by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee.
3. **Waiver of Six Months Waiting Period** - The six months waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.

5. **Sick Leave Buy Back** - Through February 20, 2014, LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four (384) hours of pay, which is 40% of 960 hours. Effective February 21, 2014, the cash out ratio will be sixty percent (60%), resulting in a maximum buy out of five hundred and seventy-six (576) hours of pay, which is 60% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

Section F - Disability Leave (LEOFF II Officers Only)

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his Worker's Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Workers' Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of any time-loss payments or disability leave supplement payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Section G - Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that approval of such authorization shall reside in the Police Chief or designee and the Human Resources Department. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Other requests for leave shall be answered within ten (10) days.

Section H – Maternity Leave

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and

regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. "Authorized maternity leave" means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

Section I – Active Duty Call Up

A. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and C of this section. This leave is separate from any leave required by State or Federal law for training for any branch of the United States Reserve Forces or the National Guard.

B. Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.

C. Whether and to what extent a member called to active duty is covered by City sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts.

Section J - Care for Minor Children

Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

Limits on Leave for Minor Children

1. Sick leave must be previously accrued.
2. The leave must be used to care for the employees child under the age of 18; and
3. The child must have a health condition that requires treatment or supervision. Employees may be required to provide documentation from a physician that a child has a health condition.
4. A LEOFF II officer may use sick leave to stay home and supervise children under the age of 16 if the officer's spouse is so ill that he/she is unable to care for the children. Employees

may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

ARTICLE 17 - GENERAL PROVISIONS

Section A - Pledge Against Discrimination

The City and the Police Guild are mutually committed to a workplace free from discrimination. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section B - Guild Bulletin Board

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

Section C - Guild Activities on City's Time and Premises

The City agrees that during working hours, on the employer's premises, or elsewhere, and without loss of pay, Guild officials shall be allowed to:

1. Post Guild notices and distribute Guild literature.
2. Attend meetings with the approval of the Police Chief or designee and solicit Guild membership without hindering normal operations.
3. Transmit communications authorized by the local Guild or its officers to the City or its representative.
4. Consult with the City, his representative, local Guild officers, or other Guild representatives concerning the enforcement of this Agreement.

Section D - Guild Business - Paid Leaves

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild

legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative conventions, and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

Section E - Seniority

1) Definitions

Department Seniority - The total length of unbroken service within the Police Department.

Job Classification Seniority - Based on the date of appointment to that classification and shall apply throughout the department.

Non-Supervisory Personnel - All personnel below the rank of Sergeant.

Bureaus - There are two bureaus in the Police Department structure, which are:
Operations Bureau and Investigations Bureau

Transfer - The reassignment from one bureau to another.

2) Shifts

- a. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event the shift starting times are reset during the year by the Chief, sufficient notice will be given to the Guild to allow for a re-bid process as set forth under "Annual Bid for Shift". A re-bid shall not be required for seasonal shift changes of less than two hours. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms but it shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts. Examples: 5/8, 4/10, 10/40's etc.

- b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the years of experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

Probationary officers will not be counted into shift staffing until they have completed at least their ninth (9th) month of service.

- c. Each K-9 Officer will work a 4/10 hour work schedule. Each K-9 Officer will check into and out of service at their residence. One and one-half (1 ½) hour each work day will be allowed for maintenance, care, and training. Officers will log on for a minimum of 8.5 hours each workday. When a member is using vacation, compensatory time, floating holidays, or sick leave, and in care of the Department's K-9 it shall be shown as 1.5 hours worked and 8.5 hours of leave. When the K-9 is not in the care of the officer, then use of any type of leave will be shown as 10

hours of leave used.

Section F - Seniority Lists

Each bureau shall have its seniority lists according to department seniority and job classification seniority. The member with the least department and job classification seniority shall be placed at the bottom of that respective seniority list.

The established seniority lists of the Spokane Police Department shall be brought up to date January 1st of each year, and a copy of this list will be delivered to the Guild ten (10) days prior to the effective date of this contract. Any objection to these lists shall be made during this ten (10) day period to the Executive Board of the Guild.

Section G - Annual Bid for Shifts

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift assignment. Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

1. **Patrol Supervisor Shift Assignment** - By December 1st of each year, sergeants shall submit to their immediate supervisor a written request for patrol shift assignment for the following year. Seniority shall be given primary but not exclusive consideration in assigning such shifts. The City may make shift assignments without regard to seniority for reasonable cause.

Reassignments shall only be made when a vacancy exists or the City has reasonable cause to make a change. When a vacancy exists and the most senior sergeant's request is unable to be granted, the bureau commander, upon request, shall explain the reasons to the employee concerned in writing.

2. **Mid-Year Shift Assignment** - When a vacancy within a bureau in a non-supervisory job classification position occurs on a shift during the calendar year, assignment to that shift will be based on job classification seniority. Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

Vacancy means a position available in the total complement of personnel assigned and not to a particular job assignment. Exceptions may be made for reasonable cause.

Short-term exceptions for extreme hardship, not to exceed sixty (60) days, may be made when mutually agreed upon by the Chief of Police and the Guild President.

Section H - Transfers

In determining transfers of non-supervisory personnel, seniority shall be the determining factor. Exceptions may be made for reasonable cause.

Section I - Special Assignments

Management has the right to assign a member to a special assignment without regard to seniority. Special assignments include the following assignments and any other assignments mutually agreed to in writing:

1. Probationary Officer (newly hired)
2. Special Investigative Unit
3. K-9 Officer
4. Traffic Unit
5. Neighborhood Resource Officer
6. Field Training Officer
7. Special Weapons & Tactics Officer
8. Hostage Negotiator
9. Bomb Squad
10. Tactical Team
11. Dignitary Protection Team
12. Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
13. Patrol Anti-Crime Team
14. Chronic Offender Unit
15. Community Outreach
16. Domestic Violence Unit
17. TARU

18. FTO Coordinator

19. PIO

20. Other assignments as agreed to by the Police Guild President and the Office of the Chief.

For those special assignments where more than one (1) person is assigned and more than one (1) shift is involved, shift assignment will be by seniority as per the annual shift bid process. Any person so attached will not displace any other person regularly assigned to the bureau.

When an employee is assigned or removed from a special assignment, a letter of notice will be sent from the Unit Commander notifying the employee of their official change of status. This form will serve as formal notice for payroll to begin or suspend specialty pay.

Section J - VEBA Medical Savings Trust

The City will contribute to the employees' deferred compensation accounts in accordance with specific provisions in Article 23 in lieu of contributing to a VEBA Account.

Section K - Duplication of Benefits

Should Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

Section L - LEOFF II Light Duty

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply;

Non-duty related temporary disability

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months

(cumulative).

4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.

5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.

6. If any question arises as to the application of this section, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

Duty related temporary disability

This section (L) shall not apply to LEOFF II employees covered by worker compensation. The employer reserves all rights it has under the law to administer such claims, including requiring light duty, consistent with state law. The parties are bound by state, federal and applicable laws/regulations with respect to permanently disabled employees.

ARTICLE 18 – SUPPLEMENTAL AGREEMENTS

The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the Guild President or designee and the Mayor or designee.

Should either party, having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of

this Agreement.

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or those which have otherwise been reserved to the City by the express terms of this Agreement.

ARTICLE 19 - SAVING CLAUSE

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE 20 - JURY DUTY

City Employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to the shift supervisor for instructions as to whether to report for work during the remainder of the work date.

ARTICLE 21 – MISCELLANEOUS

Section A - Negotiations

Police Guild members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.

Section B - Mileage Allowance

The City agrees to pay the rate established by City policy to all Guild employees who use their personal vehicles to conduct approved City business.

Section C - Tuition Reimbursement

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or

designee and the Human Resources Department before the course is taken. The cost for books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after February 21, 2014, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

Section D - Joint Committee

The Chief of Police (or designee) and the President of the Guild (or designee) will meet for the purpose of developing recommendations for the Civil Service Commission concerning the sources, structure, and general components of promotional examinations within the bargaining unit. In the event that the joint recommendations are rejected by the Civil Service Commission, either party may reopen this section of the Agreement for the limited purpose of negotiating the possible implementation of the recommended changes in the promotional process.

Section E – SWAT Team

A. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Training time will be pre-approved by the member's unit supervisor. SWAT team members will submit a signature card to the unit supervisor for approval. The unit supervisor will forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.

B. The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

C. Training time may not be carried over if not used during a given week.

D. No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

E. Officers will be subject to call at all times while they are being compensated for working out (physical fitness training).

F. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

G. The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

Section F – On Duty Physical Fitness Training

1. Each employee assigned to uniformed field assignment may use two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Employees assigned to all other assignments will be allowed to convert lunch breaks (30 minutes) and the two daily rest periods (15 minutes each) for physical training. Detectives only may leave the Public Safety Building to jog as long as they carry their pagers or cell phones for emergency contact.

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.

3. Training time may not be carried over if not used during a given week.

4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.

5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).

6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

Section G – Leave Sharing

Occasionally Guild employees suffer from a severe or extraordinary illness or sustain an injury, or have an immediate family member suffering from a severe or extraordinary illness or injury and exhaust their leave balances. Often co-workers who have substantial leave balances wish to donate some of their leave to those employees. Leave sharing is the mechanism to accommodate both groups.

This agreement will permit employees of the Police Guild to donate vacation time, illness leave and/or compensatory time to a co-worker, who is suffering from, or has an immediate family member suffering from, a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, illness leave, compensatory time, floating holidays, and personal leave (if applicable) and who will imminently go on leave without pay or terminate City employment.

1. Eligibility to Receive Shared Leave

- a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.
- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
- d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
- e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The

decision of the committee shall not be subject to the grievance procedure.

- f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
- g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
- h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.

2. Lifetime Maximums

- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.
- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.

- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.
- c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.
- d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.
- e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.
- f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.
- h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.

- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime maximum of one hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.
- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

6. Administration

- a. The Human Resources Department shall administer the leave-sharing program.

Section H – Swing Shift Parking

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the

County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

ARTICLE 22 - SALARY COMPUTATIONS

Section A - Regular Hourly Rate

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational or other incentive pays.

Section B - Pay Periods and Pay Checks

Pay periods shall be established on a bi-weekly basis. Pay checks shall be issued on a bi-weekly basis on alternate Fridays. Employees who do not work on Friday and those employees working the Thursday evening shift shall have their pay checks distributed, whenever possible, on the Thursday before pay day.

ARTICLE 23 - DEFERRED COMPENSATION

Section A - Deferred comp.

The City agrees to make a qualified deferred compensation plan available to Guild represented employees.

The City shall contribute 2.2% of each employee's base pay including longevity and education, regardless of whether that employee makes his/her own contribution. Employees may also make contributions to his or her own account. If an employee makes contributions to his/her account, the City shall make matching contributions of 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

Section B – Health reimbursement agreement/account.

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute \$75 per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement.

Section C - VEBA Alternative.

The City will contribute \$75.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section

B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

ARTICLE 24 – DISCIPLINE

Section A - General

Both parties recognize that Police Officers have certain rights and responsibilities. Some of these rights and responsibilities are included in the departmental policy manual, under the title Complaint and Disciplinary Procedures.

Both parties agree that the carrying out of departmental Policy and Procedures is exclusively the province of the Chief of Police.

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of serious discipline be expunged from personnel files after a minimum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Requests for the expungement of disciplinary references in personnel files, pursuant to this section, shall not be unreasonably denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

Section B - Forms of Discipline

The following disciplinary procedures apply to Guild members who are permanent employees, that is, have completed their probationary period. The City will continue to administer disciplinary actions in accordance with the "Just Cause" concept. Disciplinary actions may include, but are not limited to, the following actions: oral reprimand, written reprimand, denial of promotion, demotion, suspension, and discharge for cause.

Section C - Right of Appeal

Permanent employees (completed probation) shall have the right to take up discipline as a grievance, as set forth in Article 5 or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one or the other.

Section D(1) - Probationary Periods

Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

Section D(2) - Right of Petition

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative. However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

Section E - Police Officer Rights in Discipline

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.
2. Every employee who becomes the subject of a formal internal investigation shall be advised at the

time of their interview that he/she is accused of:

- a. Committing a criminal offense; and/or
 - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
 - c. Of their right to Guild representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.
 4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
 5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
 6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
 7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews,

the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.

8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.
12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement

between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

ARTICLE 25 - DRUG TESTING

Section A

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed.

Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as

automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Section B

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be ordered to immediately submit to discovery testing. Such tests include breath tests, urinalysis and blood screens to identify any involvement with alcohol or such drugs. An employee who refuses to submit to discovery testing shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article and therefore will be subject to discipline, including immediate discharge.

Section C

For the purpose of administering this Article the following definition of terms is provided:

1. Reasonable Suspicion - Reasonable suspicion is based on objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.
2. Under the Influence – In determining whether an employee is under the influence or using illegal drugs, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

Nanograms per milliliter (ng/ml)

Test Level

Amphetamines.....	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids.....	100
Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
Level of the positive result for alcohol.....	0.04 blood alcohol

3. Illegal Drugs - All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.
4. Over-the-Counter Drugs - Are those drugs which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.
5. Prescription Drugs - All drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section D

If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given notice of an opportunity to confer with a Guild representative if one is readily available.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.

3. The Employer may request urine and/or blood samples.
4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.
5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.
6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Guild.
7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive. If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

Section E

The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

Section F

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee will be subject to discipline, including immediate discharge, unless otherwise required by law.

ARTICLE 26 – HEALTH AND WELFARE

Section A - Insurance

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1, 2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.
2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by

law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.

- 3 **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.

Through April 30, 2014, medical plans offered will be City Plan III and Group Health I, with employees paying \$105/month toward coverage of the employee and his/her dependents in the employee's selected medical plan and the City paying the balance of the monthly premium.

Effective May 1, 2014, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Effective January 1, 2015, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

4. **Retiree Medical** – The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be

allowed to access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.

5. **Life Insurance**

(a) For Police Officers: The City shall provide \$10,000 life insurance coverage to be paid in full by the City.

(b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.

(c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of \$60,000. K-9 Handlers and Hostage Negotiators will be provided \$50,000 in life insurance coverage.

6. **Long-Term Disability Insurance** - The City shall make payroll deduction available for Guild members to purchase the group disability insurance plan, which the Guild sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$30.50 per month, as wages, for LEOFF II officers.

7. **Vision Care** - The City agrees to provide vision care coverage for LEOFF II employees at the same level as LEOFF I in a manner determined by the City.

8. **Health Plan Redesign**. The Guild will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a reopener on employee benefits or as evidence that the Guild agrees to change any health care provision of this agreement by their participation.

ARTICLE 27 - CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Assistant Ombudsman, and all

other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) "OPO Independent Investigation" (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Assistant Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Assistant Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

(e) Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Assistant Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Assistant Ombudsman is unable to determine whether the matter should be forwarded to

IA, the Ombudsman and/or Assistant Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Assistant Ombudsman. In the event the Ombudsman and/or Assistant Ombudsman is unavailable to conduct the initial interview, the complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Assistant Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Assistant Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to IA Pro and Blue Team. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Assistant Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Assistant Ombudsman determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Assistant Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline; the closing report and any part of the preliminary investigation that is released shall not reveal the names of

the officers involved. For each complaint where the Ombudsman or Assistant Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the Ombudsman or Assistant Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Assistant Ombudsman and the Guild, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Assistant Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was thorough and objective, including access to IA Pro and Blue Team. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Assistant Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention, but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was thorough and objective. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by

the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action, except that a summary of the mediation without identification of the names of the participants may be disclosed in an OPO closing report. The OPO shall publish a closing report at the end of any mediation services provided, including any agreements reached between the parties.

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When either the Chief or her/his designee determines that the allegations warrant an Investigation, such Investigation shall be approved, and IA will initiate the investigative process.

If the Ombudsman or Assistant Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When IA initiates an investigation, the OPO will participate in that IA investigative process as follows:

1. Internal Affairs will notify the OPO of all administrative interviews on all investigations. Upon request, the Ombudsman or Assistant Ombudsman will promptly be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was thorough and objective, including access to IA Pro and Blue Team. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Assistant Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

The Ombudsman and/or Assistant Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Assistant Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. If an investigation is completed, the Ombudsman or Assistant Ombudsman will review the case file and determine whether the investigation was thorough and objective, prior to a chain of command review.

3. As a part of the review process, the Ombudsman and/or Assistant Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such case. The Ombudsman's and/or Assistant Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Assistant Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Assistant Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO

will notify the Chief (or designee) in writing of the Ombudsman's or Assistant Ombudsman's suggestions and rationale for further investigation. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Assistant Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Assistant Ombudsman may present a request for further investigation to the Police Ombudsman Commission. The Ombudsman or Assistant Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Assistant Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Assistant Ombudsman's written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. After providing IA a reasonable opportunity to complete the further investigation referenced in this section, if the Police Ombudsman Commission determines and specifically describes in writing how the investigation was not completed consistent with the Police Ombudsman Commission's decision, the Police Ombudsman Commission may

again direct IA to complete the further investigation in the OPO's request, or the Police Ombudsman Commission may publish a report stating what further investigation in the OPO's request the Police Ombudsman Commission believes was not completed by IA. If the Ombudsman or Assistant Ombudsman has not yet made a certification decision, a certification decision shall be made by the Ombudsman or Assistant Ombudsman. In addition to its report, the Police Ombudsman Commission may direct the Ombudsman or Assistant Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Assistant Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Assistant Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Assistant Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a report of the results of the investigation of the OPO or third-party investigation, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Assistant Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other adverse employment actions against bargaining unit employees may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Assistant Ombudsman will then certify whether or not, in the opinion of the Ombudsman or Assistant Ombudsman, the internal investigation was thorough and objective. This determination will be made within ten business days. Once the certification determination is made, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Assistant Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Assistant Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or

Assistant Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other adverse employment actions against bargaining unit employees may result from the Ombudsman or Assistant Ombudsman investigation.

The request from the Ombudsman or Assistant Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

- (l) All disciplinary decisions will be made by the Chief (or designee).
- (m) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.
- (n) The OPO will be notified by IA within ten business days of case closure of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings.
- (o) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.
- (p) Once the Ombudsman and/or Assistant Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA Investigation, and the findings, and any recommendations of the Ombudsman and/or Assistant Ombudsman for changes in departmental policies to improve the quality of police investigations. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of bargaining unit employees.

(q) Once the Ombudsman or Assistant Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Assistant Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Assistant Ombudsman will collaborate on the input received from the Ombudsman and/or Assistant Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Assistant Ombudsman do not agree on the case summary after collaborating.

(r) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(t) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(u) The Ombudsman or Assistant Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a non-participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(v) In addition to whatever job requirements may be established by the City, which shall be the same for the Ombudsman and Assistant Ombudsman, one of the minimum job requirements for the Ombudsman or Assistant Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Assistant Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming as a condition of service that she/he will only act within the authority she/he received

from the City, which includes not acting outside of the duties set forth in the CBA. Acting outside of their authority shall result in the removal of the person(s) from the OPO.

(w) Alleged violations of this agreement are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for Ombudsman or Assistant Ombudsman does not meet the minimum job requirement established in Section (v) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(x) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in the removal of the person(s) making the disclosure from the Police Ombudsman Commission.

(y) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, which includes not acting outside of the duties set forth in the CBA. Acting outside of their authority shall result in the removal of the person(s) from the Police Ombudsman Commission.

(z) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(aa) If the City becomes aware that any individual within the OPO is acting outside of the authority

granted or considering acting outside the authority granted the OPO, the City will immediately notify the OPO in writing to cease and desist such actions. The City shall send a copy of such correspondence to the Guild.

(bb) If the City becomes aware that the Police Ombudsman Commission is acting outside of the authority granted or considering acting outside the authority granted the Police Ombudsman Commission, the City will immediately notify the Police Ombudsman Commission in writing to cease and desist such actions. The City shall send a copy of such correspondence to the Guild.

(cc) Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

ARTICLE 28 – SALARY SAVINGS PLAN

The parties agree to adopt the Guild Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Minimum Age	Age + Years of Service	Monthly Payment	Duration
LEOFF II	53	78	\$500	8 years (96 months)
LEOFF I	53	78	\$300	5 years (60 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

B. Limits and Deadlines

	2010	Subsequent years
Number eligible	10	10
Deadline to apply for the incentive	March 1, 2010	Dec. 31 of the prior year
Deadline to retire	August 30, 2010	Between January 1 and June 30

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than 10 employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

D. COLA

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

E. Discontinuance/Reinstatement of Plan

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following 2013 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.



Expenditure Control Form

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

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

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

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

06/15/2020

<u>Date Rec'd</u>	6/5/2020
<u>Clerk's File #</u>	ORD C35912
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	PAUL INGIOSI 625-6061	<u>Project #</u>	
<u>Contact E-Mail</u>	PINGIOSI@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0410 - SBO FOR POLICE GUILD CONTRACT		

Agenda Wording

Ordinance amending Ordinance No. C-35857 passed by City Council on December 16, 2019 to make changes in the appropriations of the General Fund.

Summary (Background)

The labor agreement between the City of Spokane and the Spokane Police Guild expired December 31, 2016. The City and the Guild have reached a tentative agreement for the time period of January 1, 2017 through December 31, 2020. The SBO provides funding for employee costs retroactive to the start date of the tentative agreement in the total amount of \$6,219,000.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue \$ 6,219,000		# 0100-99999-99999 Unappropriated Reserves
Expense \$ 6,219,000		# 0680-XXXXX-XXXXX Police
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	INGIOSI, PAUL	<u>Study Session\Other</u> Executive Session
<u>Division Director</u>	STOPHER, SALLY	<u>Council Sponsor</u> Lori Kinnear
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	pingiosi@spokanecity.org
<u>For the Mayor</u>	COTE, BRANDY	twallace@spokanecity.org
<u>Additional Approvals</u>		lwilliams@spokanecity.org
<u>Purchasing</u>		
<u>BUDGET</u>	INGIOSI, PAUL	

ORDINANCE NO C35912

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

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

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

The City of Spokane does ordain:

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

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$ 6,219,000</u>
TO:	0680-xxxxx	General Fund	
	xxxxx-09010	Police Officer	\$ 821,000
	xxxxx-09020	Sr. Police Officer	1,384,000
	xxxxx-09040	Police Officer 1 st Class	102,000
	xxxxx-09050	Detective	700,000
	xxxxx-09110	Police Corporal	245,000
	xxxxx-09150	Police Sergeant	666,000
	xxxxx-09160	Police Lieutenant	301,000
	xxxxx-09170	Police Captain	145,000
	xxxxx-08080	Police Chief	29,000
	xxxxx-09190	Police Major	50,000
	xxxxx-09200	Asst. Police Chief	27,000
	xxxxx-51215	Overtime-Uniform	531,000
	xxxxx-51220	Out of Grade	8,000
	xxxxx-51225	Standby Pay	68,000
	xxxxx-51230	Shift Differential Premium	32,000
	xxxxx-51235	Holiday Pay Extra	104,000
	xxxxx-51240	Extra Duty	24,000
	xxxxx-51250	Terminated Sick Leave Pay	51,000
	xxxxx-51260	Terminated Vacation Leave Pay	47,000
	xxxxx-51275	Annual Leave Payout	87,000
	xxxxx-51295	Education Pay	47,000
	xxxxx-51400	Specialty Pay	54,000
	xxxxx-51640	Deferred Compensation-Matching	289,000
	xxxxx-52230	Pension LEOFF II	407,000
			<u>\$ 6,219,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for prior year costs related to the recently approved Police Guild contract, 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



Expenditure Control Form

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

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

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

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	ORD C35911
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TONYA WALLACE X6585	<u>Project #</u>	
<u>Contact E-Mail</u>	TWALLACE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0860 - REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL - SERIES J		

Agenda Wording

An ORDINANCE of the City of Spokane, WA, relating to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$4,068,985 of Limited Tax General Obligation Bonds.

Summary (Background)

This Ordinance is to refinance an interfund loan authorized in Ordinance C35430 (the "2016" Bond) that was authorized to refinance Ordinance C33695 wherein the City authorized Limited Tax General Obligation Bonds Series 2005A for the purpose of funding improvements to the Riverfront Park Gondola Sky Ride and Iron Bridge Increment Area.

<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>	WALLACE, TONYA	<u>Study Session\Other</u>	Finance 5/18/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CM Mumm
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	jahensley@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mhughes@spokanecity.org	
<u>Additional Approvals</u>		laura@mcaloon-law.com	
<u>Purchasing</u>		erica@mcaloon-law.com	
		Ryan@nwmunicipaladvisors.com	
		Scott@nwmunicipaladvisors.com	
		treasuryaccounting@spokanecity.org	

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020 SERIES J –
[RIVERFRONT PARK/IRON BRIDGE] (TAXABLE)

ORDINANCE NO. C35911

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,068,985 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BOND, SERIES 2016; FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

ADOPTED JUNE 1, 2020

PREPARED BY:

McALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2020 SERIS J
[RIVERFRONT PARK/IRON BRIDGE] (TAXABLE)
ORDINANCE NO. C35911

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* This Table of Contents and the cover page are not a part of the following Ordinance and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

ORDINANCE NO. C35911

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,068,985 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BOND, SERIES 2016; FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Spokane, Spokane County, Washington (the "City"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

WHEREAS, the City currently has outstanding \$4,068,985 principal amount of its Limited Tax General Obligation and Refunding Bond, Series 2016 (Taxable), issued on September 30, 2016, pursuant to Ordinance No. C35430 (the "2016 Bond") to refund the City's Limited Tax General Obligation Bonds, Series 2005A (Tax-Exempt) issued on August 3, 2005 pursuant to Ordinance No. C33695 for the purpose of funding improvements to the Riverfront Park Gondola Sky Ride and public improvements within the Iron Bridge Increment Area; and

WHEREAS, the 2016 Bond was purchased by the Spokane Investment Pool (“SIP”) and is prepayable, in whole or in part, at any time, with payments to apply first to interest and then to principal; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 35.86, 39.36, 39.46, 39.50 and 39.53 RCW to issue, sell and deliver limited tax general obligation bonds for the purpose of providing funds to refund the 2016 Bond; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, in order to achieve budget savings necessary to anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the refunding of the 2016 Bond and restructuring of the debt service thereon through the issuance of a limited tax general obligation refunding bond (the “Bond”) to be purchased by SIP.

NOW THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Definitions. As used in this ordinance the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Bond means the City of Spokane Limited Tax General Obligation Refunding Bond, 2020 Series J [Riverfront Park/Iron Bridge] (Taxable), issued pursuant to this ordinance in the principal amount of not to exceed \$4,068,985.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date not to exceed five (5) years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bond is issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

2016 Bond means the Limited Tax General Obligation Refunding Bond, Series 2016, issued on September 30, 2016, and authorized by Ordinance No. C35430.

Rules of Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. **Emergency.** The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable terms of the Bond for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the Council.

Section 3. Authorization and Description of Bond. To provide funds to refinance the 2016 Bond and to pay costs of issuing the Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,068,985 for the Bond to document and restructure an interfund loan facility with the SIP.

The Bond shall be dated as of its date of delivery to the SIP, shall be in the amount specified above, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this ordinance is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 4. Sale of Bond. The City Council hereby approves the SIP's offer to purchase the Bond and refinance and restructure an existing interfund loan on the terms set forth in this ordinance. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool. On or prior to the closing date, the SIP shall provide the City with a repayment and amortization schedule for the Bond.

Section 5. Application of Bond Proceeds.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the 2016 Bond and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refunding the 2016 Bond and discharging the obligations of the City relating thereto under Ordinance No. C35430.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Prepayment. At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 9. Execution and Authentication of Bond . The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk. In case any of the officers who shall have signed

or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 10. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA	
NO. R-__	\$[4,068,985]

STATE OF WASHINGTON
CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020 SERIES J
[RIVERFRONT PARK/IRON BRIDGE] (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Ordinance

MATURITY DATE: _____

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

PRINCIPAL AMOUNT: [_____] AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Ordinance No. _____, adopted by the City Council on [June 1, 2020] (the “Bond Ordinance”), to pay the costs of refunding the City’s Limited Tax General Obligation and Refunding Bond, Series 2016 and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Ordinance.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the “Bond Registrar”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Ordinance.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit available City funds into the City’s Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance

of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ____ day of _____, 20__.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____.

This bond is the Limited Tax General Obligation Refunding Bond, 2020 Series J [Riverfront Park/Iron Bridge] (Taxable) of the City dated _____, 2020 described in the within-mentioned Bond Ordinance.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

Section 11. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 12. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 13. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall

be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 14. Effective Date. This ordinance shall become effective immediately upon its passage, pursuant to the declaration of emergency in Section 2 hereof.

Adopted this 1st day of June, 2020.

CITY OF SPOKANE
Spokane County, Washington

Breann Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Nadine Woodward, Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

Draft debt service schedules are available for review in the City Clerk's office or the City Treasurer's office.

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	RES 2020-0033
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TONYA X6585	<u>Project #</u>	
<u>Contact E-Mail</u>	TWALLACE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0860 - REFINANCE OF IF LOAN FROM SPOKANE INVESTMENT POOL - SERIES I		

Agenda Wording

A Resolution of the City of Spokane, WA, related to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$2,927,080 of Limited Tax General Obligation Bonds.

Summary (Background)

This Resolution is to refinance an interfund loan authorized in Resolution 2017-0065 that was authorized to refinance Resolution 2011-0036 wherein the Spokane Investment Pool provided funding to pay the cost of capital expenditures for the Division Street Gateway Corridor Project.

<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>	WALLACE, TONYA	<u>Study Session\Other</u> Finance 5/18/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CM Mumm
<u>Finance</u>	HUGHES, MICHELLE	Distribution List
<u>Legal</u>	DALTON, PAT	jahensley@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	mhughes@spokaecity.org
<u>Additional Approvals</u>		laura@mcaloon-law.com
<u>Purchasing</u>		erica@mcaloon-law.com
		Ryan@nwmunicipaladvisors.com
		Scott@nwmunicipaladvisors.com
		treasuryaccounting@spokanecity.org

**CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND, 2020
SERIES I – U DISTRICT LRF LOAN (TAXABLE)**

RESOLUTION NO. 2020-0033

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale a Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,927,080; establishing an interfund loan facility from the Spokane Investment Pool to refinance an existing interfund loan; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED JUNE 1, 2020

PREPARED BY:

**McALOON LAW, PLLC
Spokane, Washington**

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND, 2020 (TAXABLE)
SERIES I – U DISTRICT LRF LOAN

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* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

**CITY OF SPOKANE, WASHINGTON
RESOLUTION NO. 2020-0033**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,927,080; securing an interfund loan facility from the Spokane Investment Pool to refinance an existing interfund loan; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2017-0065, the City of Spokane (“City”) authorized the refinancing of an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$3,324,957.53, to be used to refinance a prior interfund loan initially authorized pursuant to Resolution 2011-0036 to provide funds to pay the cost of capital expenditures for the Division Street Gateway Corridor Project in the Spokane University District Revitalization Area as authorized in Ordinance No. C34470 (the “U District LRF Loan”), which remains outstanding in the principal amount of \$2,927,080; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the U District LRF Loan was documented with a taxable limited tax general obligation bond purchased by the Spokane Investment Pool (“SIP”); and

WHEREAS, in order to achieve budget savings necessary to address anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the U District LRF Loan through the issuance of a taxable limited tax general obligation refunding bond to be purchased by SIP.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Definitions. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account

within the Asset Management Fund and used to pay the costs of refinancing the U District LRF Loan and paying the costs of issuance of the Bond.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

Bond means the City of Spokane Limited Tax General Obligation Refunding Bond, 2020 Series I – U District LRF (Taxable), issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,927,080 to refinance and secure the interfund loan facility authorized herein.

City means the City of Spokane, Spokane County, Washington, a first class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

LRF Tax means the sales and use tax authorized by RCW 82.14.510 as imposed and collected by the City.

Local Property Tax Allocation Revenue means the local property tax allocation revenues as defined by RCW 39.104.020(6) and derived by the City with respect to the Spokane University District Revitalization Area.

Maturity Date means a date not to exceed five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bond is issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization and Description of Bond. To provide funds to refinance the U District LRF Loan and to pay costs of issuing the Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,927,080 for the Bond to document an interfund loan facility with the SIP for the U District LRF Loan.

The Bond shall be dated as of its date of delivery to the SIP, shall be in the amount specified above, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest shall be calculated on a 30/360 basis and principal of and interest thereon shall be payable semi-annually on the payment dates, provided the final payment may be a balloon payment due and payable on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this resolution is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 3. Sale of Bond. The City Council hereby approves the SIP’s offer to purchase the Bond and refinance an interfund loan on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP. On or prior to the closing date, the SIP shall provide the City with a payment and amortization schedule for the Bond.

Section 4. Application of Bond Proceeds.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the U District LRF Loan and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the U District LRF Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0065.

The City hereby irrevocably sets aside sufficient funds from proceeds of the Bond to make the payments described in this resolution.

Section 5. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit into in the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond the proceeds of the LRF Tax, if and when received by the City, and any Local Property Tax Allocation Revenues, along with other available City funds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest. Notwithstanding the foregoing, the City reserves the right to pledge the proceeds of the LRF Tax or Local Property Tax Allocation Revenues to the payment of other obligations on a parity basis.

Section 6. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "Bond Registrar"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon demand, presentation and surrender of the Bond by the SIP to the Bond Registrar. The Bond is not transferable.

Section 7. Prepayment. At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 8. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may

Section 9. Form of Bond. The Bond shall be in substantially the following form:

STATE OF WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND, 2020
SERIES I – U DISTRICT LRF LOAN (TAXABLE)

PRINCIPAL AMOUNT: [] and []/100 DOLLARS]

This Bond is issued under authority of Resolution No. _____, adopted by the City Council on _____, 2020 (the “Bond Resolution”), to document an interfund loan from the Spokane Investment Pool (“SIP”) to pay the costs of refinancing the U District LRF Loan and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit the proceeds of the LRF Tax and Local Property Tax Allocation Revenues, if any, along with other available City funds, into the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ____ day of _____, 20__.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Limited Tax General Obligation Refunding Bond, 2020 U District LRF Loan (Taxable) of the City dated _____, 2020 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

Section 10. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this 1st day of June, 2020.

CITY OF SPOKANE
Spokane County, Washington

Breean Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Nadine Woodward, Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

Draft debt service schedules are available for review in the City Clerk's office or the City Treasurer's office.

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	RES 2020-0034
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TONYA X6585	<u>Project #</u>	
<u>Contact E-Mail</u>	TWALLACE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0860 - REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL -		

Agenda Wording

A RESOLUTION of the City of Spokane, WA, relating to interfund loans from the Spokane Investment Pool to the Asset Management Fund of \$33,321,338.39 of Limited Tax General Obligation Bonds.

Summary (Background)

This Resolution is to refinance interfund loans authorized in the following Resolutions: RES 2018-0074, "Indian Canyon Loan"; RES 2019-0080, "Esmeralda Loan"; RES 2018-0101, refinance of "YMCA Loan"; RES 2019-0104, refinance of "Library RFIS Loan"; RES 2018-0075, "Strategic Investments Loan"; RES 2017-0064, refinance of "Gardner Property Loan"; RES 2017-0063, refinance of "Alki Property Loan", RES 2017-0066, Refinance of "West Plains Fire Station loan";

<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>	WALLACE, TONYA	<u>Study Session\Other</u> Finance 5/18/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CM Mumm
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	jahensley@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	mhughes@spokaecity.org
<u>Additional Approvals</u>		Ryan@nwmunicipaladvisors.com
<u>Purchasing</u>		Scott@nwmunicipaladvisors.com
		laura@mcaloan-law.com
		erica@mcaloan-law.com
		treasuryaccounting@spokanecity.org

**CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)**

SERIES A-1 (INDIAN CANYON GOLF COURSE IMPROVEMENTS)
SERIES A-2 (ESMERALDA GOLF COURSE IMPROVEMENTS)

SERIES B (YMCA INTERFUND LOAN 2018)
SERIES C (LIBRARY RFIS 2019)
SERIES D (STRATEGIC INVESTMENTS)

SERIES E-1 (GARDNER PROPERTY)
SERIES E-2 (ALKI PROPERTY)
SERIES E-3 (WEST PLAINS FIRE STATION)
SERIES E-4 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2014)
SERIES E-5 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2015)
SERIES E-6 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2016)
SERIES E-7 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2017)
SERIES E-8 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2018)
SERIES E-9 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2019)

SERIES F (FLEET)
SERIES G (ENGINEERING VEHICLES)
SERIES H (MAPLE STREET GATEWAY)

RESOLUTION NO. 2020-0034

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$33,321,338.39; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED JUNE 1, 2020

PREPARED BY:

**McALOON LAW, PLLC
Spokane, Washington**

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)

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* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON
RESOLUTION NO. 2020-0034

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$33,321,338.39; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2018-0074, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Indian Canyon Golf Course (the “Indian Canyon Loan”), which remains outstanding in the principal amount of \$2,389,011.63; and

WHEREAS, pursuant to Resolution 2019-0080, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Esmeralda Golf Course (the “Esmeralda Loan”) which remains outstanding in the principal amount of \$2,500,000.00; and

WHEREAS, pursuant to Resolution 2018-0101, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$1,194,050.53, to be used to refinance a prior interfund loan originally used for capital expenditures to acquire property commonly referred to as the YMCA Property (the “YMCA Loan”), which remains outstanding in the principal amount of \$536,751.00; and

WHEREAS, pursuant to Resolution 2019-0104, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of \$290,480.50, to be used to refinance a prior interfund loan originally used to finance the purchase and installation of a Radio Frequency Identification System for the Spokane County Library (the “Library RFIS Loan”), which remains outstanding in the principal amount of \$262,630.00; and

WHEREAS, pursuant to Resolution 2018-0075, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$1,620,000.00, to be used to finance projects of Citywide significance (the “Strategic Investments Loan”), which remains outstanding in the principal amount of \$1,358,963.00; and

WHEREAS, pursuant to Resolution 2017-0064, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$1,341,975.98, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City’s Police Department could consolidate investigative services (the “Gardner Property Loan”), which remains outstanding in the principal amount of \$1,129,924.00; and

WHEREAS, pursuant to Resolution 2017-0063, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,073,973.60, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could provide a more secure place to store evidence of crimes (the "Alki Property Loan"), which remains outstanding in the principal amount of \$1,746,255.00; and

WHEREAS, pursuant to Resolution 2017-0066, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$717,368.44, to be used to refinance a prior interfund loan originally used to pay the cost of construction of the West Plains Fire Station (the "West Plains Fire Station Loan"), which remains outstanding in the principal amount of \$604,014.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized a series of multiple draw interfund loans from the Spokane Investment Pool to the Asset Management Fund, in the aggregate amount of not to exceed \$26,000,000.00 (the "Public Safety Loan Series"), to be used to finance the purchase of public safety, equipment, vehicles and apparatus and issued the first series with an initial draw of \$5,694,196.00 (the "2014 Public Safety Loan"); and

WHEREAS, pursuant to Resolution 2019-0105, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$2,162,967.88, to be used to refinance the 2014 Public Safety Loan, which draw remains outstanding in the principal amount of \$1,721,028.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$5,529,705.00 draw on the Public Safety Loan Series (the "2015 Public Safety Loan"), which draw remains outstanding in the principal amount of \$1,934,582.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$5,085,533.00 draw on the Public Safety Loan Series (the "2016 Public Safety Loan"), which draw remains outstanding in the principal amount of \$2,997,308.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,785,062.00 draw on the Public Safety Loan Series (the "2017 Public Safety Loan"), which draw remains outstanding in the principal amount of \$3,524,125.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,155,485.00 draw on the Public Safety Loan Series (the "2018 Public Safety Loan"), which draw remains outstanding in the principal amount of \$4,325,059.00; and

WHEREAS, pursuant to Resolution 2019-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$4,527,938.00, to be used to finance the purchase of public safety, equipment, vehicles and apparatus (the "2019 Public Safety Loan"), which remains outstanding in the principal amount of \$4,527,938.00; and

WHEREAS, pursuant to Resolution 2015-0096, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of up to

\$5,000,000.00, to be used to make capital expenditures for the Spokane Central Service Center, including the construction of facilities to house the City's consolidated fleet maintenance operations (the "Fleet Loan"), which remains outstanding in the principal amount of \$3,134,680.00; and

WHEREAS, pursuant to Resolution 2017-0039, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of up to \$250,000.00, to be used to purchase nine (9) new vehicles for Engineering Construction Management Staff (the "Engineering Vehicles Loan"), which remains outstanding in the principal amount of \$129,071.00; and

WHEREAS, pursuant to Resolution 2019-0090, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$500,000.00, to be used to finance a portion of the costs of the acquisition, construction and installation of an artistic tower, screen artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5th Ave and Maple (the "Maple Street Gateway Loan"), which remains outstanding in the principal amount of \$500,000.00; and

WHEREAS, together the above interfund loans are defined herein as the "Loans"; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the Loans were each documented with and secured by taxable limited tax general obligation bonds purchased by the Spokane Investment Pool ("SIP"); and

WHEREAS, in order to achieve budget savings necessary to address anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the Loans through the issuance of a series of taxable limited tax general obligation refunding bonds to be purchased by SIP.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Definitions. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds shall be paid into a separate account

within the Asset Management Fund and used to pay the costs of refinancing the Loans and paying the costs of issuance of the Bonds.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

Bonds means, collectively, the Series A-1, A-2, B, C, D, E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, F, G and H Bonds.

City means the City of Spokane, Spokane County, Washington, a first class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Facility Improvement Fee means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Golf Projects.

Golf Projects mean the plan for certain capital improvements to the City's golf courses as specified and adopted Resolution No. 2018-0074 and Resolution No. 2019-0080.

Loans means, collectively, the Indian Canyon Loan, the Esmeralda Loan, the YMCA Loan, the Library RFIS Loan, the Strategic Investments Loan, the Gardner Property Loan, the Alki Property Loan, the West Plains Fire Station Loan, the 2014 Public Safety Loan, the 2014 Public Safety Loan, the 2015 Public Safety Loan, the 2016 Public Safety Loan, the 2017 Public Safety Loan, the 2018 Public Safety Loan, the 2019 Public Safety Loan, the Fleet Loan, the Engineering Vehicles Loan, and the Maple Street Gateway Loan.

Maturity Date means a date not to exceed five years from the date(s) of issuance of the Bonds.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Series A-1 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-1 (Indian Canyon Golf Course Improvements – Taxable)" issued pursuant to this resolution.

Series A-2 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-2 (Esmeralda Golf Course Improvements – Taxable)" issued pursuant to this resolution.

Series B Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series B (YMCA Interfund Loan 2018 – Taxable)” issued pursuant to this resolution.

Series C Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series C (Library RFIS 2019 – Taxable)” issued pursuant to this resolution.

Series D Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series D (Strategic Investments – Taxable)” issued pursuant to this resolution.

Series E-1 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-1 (Gardner Property – Taxable)” issued pursuant to this resolution.

Series E-2 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-2 (Alki Property – Taxable)” issued pursuant to this resolution.

Series E-3 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-3 (West Plains Fire Station – Taxable)” issued pursuant to this resolution.

Series E-4 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-4 (Public Safety Equipment and Apparatus 2014 – Taxable)” issued pursuant to this resolution.

Series E-5 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-5 (Public Safety Equipment and Apparatus 2015 – Taxable)” issued pursuant to this resolution.

Series E-6 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-6 (Public Safety Equipment and Apparatus 2016 – Taxable)” issued pursuant to this resolution.

Series E-7 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-7 (Public Safety Equipment and Apparatus 2017 – Taxable)” issued pursuant to this resolution.

Series E-8 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-8 (Public Safety Equipment and Apparatus 2018 – Taxable)” issued pursuant to this resolution.

Series E-9 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-9 (Public Safety Equipment and Apparatus 2019 – Taxable)” issued pursuant to this resolution.

Series F Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series F (Fleet – Taxable)” issued pursuant to this resolution.

Series G Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series G (Engineering Vehicles – Taxable)” issued pursuant to this resolution.

Series H Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series H (Maple Street Gateway – Taxable)” issued pursuant to this resolution.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bonds are issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization and Description of Bonds.

(a) ***Series A-1 Bond.*** To provide funds to refinance the Indian Canyon Loan and to pay costs of issuing the Series A-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,389,011.63 for the Series A-1 Bond to document an interfund loan facility with the SIP in the amount of \$2,389,011.63.

(b) ***Series A-2 Bond.*** To provide funds to refinance the Esmeralda Loan and to pay costs of issuing the Series A-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,500,000.00

for the Series A-2 Bond to document an interfund loan facility with the SIP in the amount of \$2,500,000.00.

(c) *Series B Bond.* To provide funds to refinance the YMCA Loan and to pay costs of issuing the Series B Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$536,751.00 for the Series B Bond to document an interfund loan facility with the SIP in the amount of \$536,751.00.

(d) *Series C Bond.* To provide funds to refinance the Library RFIS Loan and to pay costs of issuing the Series C Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$262,630.00 for the Series C Bond to document an interfund loan facility with the SIP in the amount of \$262,630.00.

(e) *Series D Bond.* To provide funds to refinance the Strategic Investments Loan and to pay costs of issuing the Series D Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,358,963.00 for the Series D Bond to document an interfund loan facility with the SIP in the amount of \$1,358,963.00.

(f) *Series E-1 Bond.* To provide funds to refinance the Gardner Property Loan and to pay costs of issuing the Series E-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,129,924.00 for the Series E-1 Bond to document an interfund loan facility with the SIP in the amount of \$1,129,924.00.

(g) *Series E-2 Bond.* To provide funds to refinance the Alki Property Loan and to pay costs of issuing the Series E-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,746,255.00 for the Series E-2 Bond to document an interfund loan facility with the SIP in the amount of \$1,746,255.00.

(h) *Series E-3 Bond.* To provide funds to refinance the West Plains Fire Station Loan and to pay costs of issuing the Series E-3 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$604,014.00 for the Series E-3 Bond to document an interfund loan facility with the SIP in the amount of \$604,014.00.

(i) *Series E-4 Bond.* To provide funds to refinance the 2014 Public Safety Loan and to pay costs of issuing the Series E-4 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,721,028.00 for the Series E-4 Bond to document an interfund loan facility with the SIP in the amount of \$1,721,028.00.

(j) *Series E-5 Bond.* To provide funds to refinance the 2015 Public Safety Loan and to pay costs of issuing the Series E-5 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of

\$1,934,582.00 for the Series E-5 Bond to document an interfund loan facility with the SIP in the amount of \$1,934,582.00.

(k) *Series E-6 Bond.* To provide funds to refinance the 2016 Public Safety Loan and to pay costs of issuing the Series E-6 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,997,308.00 for the Series E-6 Bond to document an interfund loan facility with the SIP in the amount of \$2,997,308.00.

(l) *Series E-7 Bond.* To provide funds to refinance the 2017 Public Safety Loan and to pay costs of issuing the Series E-7 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,524,125.00 for the Series E-7 Bond to document an interfund loan facility with the SIP in the amount of \$3,524,125.00.

(m) *Series E-8 Bond.* To provide funds to refinance the 2018 Public Safety Loan and to pay costs of issuing the Series E-8 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,325,059.00 for the Series E-8 Bond to document an interfund loan facility with the SIP in the amount of \$4,325,059.00.

(n) *Series E9 Bond.* To provide funds to refinance the 2019 Public Safety Loan and to pay costs of issuing the Series E-9 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,527,938.00 for the Series E-9 Bond to document an interfund loan facility with the SIP in the amount of \$4,527,938.00.

(o) *Series F Bond.* To provide funds to refinance the Fleet Loan and to pay costs of issuing the Series F Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,134,680.00 for the Series F Bond to document an interfund loan facility with the SIP in the amount of \$3,134,680.00.

(p) *Series G Bond.* To provide funds to refinance the Engineering Vehicles Loan and to pay costs of issuing the Series G Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$129,071.00 for the Series G Bond to document an interfund loan facility with the SIP in the amount of \$129,071.00.

(q) *Series H Bond.* To provide funds to refinance the Maples Street Gateway Loan and to pay costs of issuing the Series H Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$500,000.00 for the Series H Bond to document an interfund loan facility with the SIP in the amount of \$500,000.00.

The Bonds shall be dated as of their dates of delivery to the SIP, shall be in the amounts specified above, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for

identification, and shall mature on their respective Maturity Dates. Interest on the Bonds shall be calculated on a 30/360 basis and principal of and interest thereon shall be due semi-annually on the payment dates established by SIP, provided the final payments may be balloon payments due and payable on the respective Maturity Date.

The Bonds shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this resolution is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Dates, which final payments may be balloon payments. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 3. Sale of Bonds. The City Council hereby approves the SIP's offer to purchase the Bonds and establish interfund loans on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to the City of Spokane for the benefit of the SIP. On or prior to the closing date, the SIP shall provide the City with separate payment and amortization schedules for the Bonds.

Section 4. Application of Bond Proceeds.

(a) *Series A-1 Bond.*

(i) The proceeds of the Series A-1 Bond shall be expended to pay the costs of refinancing the Indian Canyon Loan and to pay the costs of issuing the Series A-1 Bond as authorized herein.

(ii) The net proceeds of the Series A-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Indian Canyon Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0074.

(b) *Series A-2 Bond.*

(i) The proceeds of the Series A-2 Bond shall be expended to pay the costs of refinancing the Esmeralda Loan and to pay the costs of issuing the Series A-2 Bond as authorized herein.

(ii) The net proceeds of the Series A-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Esmeralda Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0080.

(c) *Series B Bond.*

(i) The proceeds of the Series B Bond shall be expended to pay the costs of refinancing the YMCA Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series B Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the YMCA Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0101.

(d) *Series C Bond.*

(i) The proceeds of the Series C Bond shall be expended to pay the costs of refinancing the Library RFIS Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Library RFIS Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0104.

(e) *Series D Bond.*

(i) The proceeds of the Series D Bond shall be expended to pay the costs of refinancing the Strategic Investments Loan and to pay the costs of issuing the Series D Bond as authorized herein.

(ii) The net proceeds of the Series D Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Strategic Investments Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0075.

(f) *Series E-1 Bond.*

(i) The proceeds of the Series E-1 Bond shall be expended to pay the costs of refinancing the Gardner Property Loan and to pay the costs of issuing the Series E-1 Bond as authorized herein.

(ii) The net proceeds of the Series E-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Gardner Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0064.

(g) *Series E-2 Bond.*

(i) The proceeds of the Series E-2 Bond shall be expended to pay the costs of refinancing the Alki Property Loan and to pay the costs of issuing the Series E-2 Bond as authorized herein.

(ii) The net proceeds of the Series E-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Alki Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0063.

(h) *Series E-3 Bond.*

(i) The proceeds of the Series E-3 Bond shall be expended to pay the costs of refinancing the West Plains Fire Station Loan and to pay the costs of issuing the Series E-3 Bond as authorized herein.

(ii) The net proceeds of the Series E-3 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the West Plains Fire Station Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0066.

(i) *Series E-4 Bond.*

(i) The proceeds of the Series E-4 Bond shall be expended to pay the costs of refinancing the 2014 Public Safety Loan and to pay the costs of issuing the Series E-4 Bond as authorized herein.

(ii) The net proceeds of the Series E-4 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2014 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0105.

(j) *Series E-5 Bond.*

(i) The proceeds of the Series E-5 Bond shall be expended to pay the costs of refinancing the 2015 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-5 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2015 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(k) *Series E-6 Bond.*

(i) The proceeds of the Series E-6 Bond shall be expended to pay the costs of refinancing the 2016 Public Safety Loan and to pay the costs of issuing the Series E-6 Bond as authorized herein.

(ii) The net proceeds of the Series E-6 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2016 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(l) *Series E-7 Bond.*

(i) The proceeds of the Series E-7 Bond shall be expended to pay the costs of refinancing the 2017 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-7 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2017 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(m) *Series E-8 Bond.*

(i) The proceeds of the Series E-8 Bond shall be expended to pay the costs of refinancing the 2018 Public Safety Loan and to pay the costs of issuing the Series E-8 Bond as authorized herein.

(ii) The net proceeds of the Series E-8 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2018 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(n) *Series E-9 Bond.*

(i) The proceeds of the Series E-9 Bond shall be expended to pay the costs of refinancing the 2019 Public Safety Loan and to pay the costs of issuing the Series E-9 Bond as authorized herein.

(ii) The net proceeds of the Series E-9 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2019 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(o) *Series F Bond.*

(i) The proceeds of the Series F Bond shall be expended to pay the costs of refinancing the Fleet Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Fleet Loan and discharging the obligations of the City relating thereto under Resolution No. 2015-0096.

(p) *Series G Bond.*

(i) The proceeds of the Series G Bond shall be expended to pay the costs of refinancing the Engineering Vehicles Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Engineering Vehicles Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0039.

(q) *Series H Bond.*

(i) The proceeds of the Series H Bond shall be expended to pay the costs of refinancing the Maple Street Gateway Loan and to pay the costs of issuing the Series H Bond as authorized herein.

(ii) The net proceeds of the Series H Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Maple Street Gateway Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0090.

(r) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bonds to make the payments described in this resolution.

Section 5. Pledge of Funds and Credit. To pay principal of and interest on the Bonds as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bonds. In addition, the City hereby irrevocably covenants that it will deposit proceeds from the Facility Improvement Fee in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series A-1 Bonds and the Series A-2 Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 6. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds (collectively, the “Bond Registrar”). Both principal of and interest on the Bonds shall be payable in lawful money of the United States of

America. Payments of principal of and interest on the Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds shall be paid upon demand, presentation and surrender of the Bonds by the SIP to the Bond Registrar. The Bonds are not transferable.

Section 7. Prepayment. At the option of the City, or upon demand of the SIP, the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 8. Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk. In case any of the officers who shall have signed or attested the Bonds shall cease to be such officer before such Bonds have been actually issued and delivered, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds shall be the proper officers of the City although at the original date of the Bonds any such person shall not have been such officer of the City.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form:

NO. R-1 UNITED STATES OF AMERICA \$ _____

STATE OF WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND, 2020
[SERIES DESIGNATION – (Taxable)]

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 31, 20__

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

PRINCIPAL AMOUNT: [] and ___/100 DOLLARS]

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the Principal Amount, plus interest, indicated above.

This Bond is issued under authority of Resolution No. _____, adopted by the City Council on _____, 2020 (the “Bond Resolution”), to document an interfund loan from the Spokane Investment Pool (“SIP”) to pay the costs of refinancing the [Loan Designation] and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on a 30/360 basis. Upon final payment of all installments of principal and interest thereon on or before the Maturity Date, this Bond shall be submitted to the Treasurer of the City (the “Bond Registrar”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit proceeds of [the Facility Improvement Fee and other] available City funds into the City’s Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the _____ day of _____, 20____.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Limited Tax General Obligation Refunding Bond, 2020 [Series Designation – (Taxable)] of the City dated _____, 2020 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

Section 10. Ongoing Disclosure. The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this 1st day of June, 2020.

CITY OF SPOKANE
Spokane County, Washington

Breean Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Nadine Woodward, Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

Draft debt service schedules are available for review in the City Clerk's office or the City Treasurer's office.

**CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)**

SERIES A-1 (INDIAN CANYON GOLF COURSE IMPROVEMENTS)
SERIES A-2 (ESMERALDA GOLF COURSE IMPROVEMENTS)

SERIES B (YMCA INTERFUND LOAN 2018)
SERIES C (LIBRARY RFIS 2019)
SERIES D (STRATEGIC INVESTMENTS)

SERIES E-1 (GARDNER PROPERTY)
SERIES E-2 (ALKI PROPERTY)
SERIES E-3 (WEST PLAINS FIRE STATION)
SERIES E-4 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2014)
SERIES E-5 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2015)
SERIES E-6 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2016)
SERIES E-7 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2017)
SERIES E-8 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2018)
SERIES E-9 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2019)

SERIES F (FLEET)
SERIES G (ENGINEERING VEHICLES)
SERIES H (MAPLE STREET GATEWAY)

VOID

RESOLUTION NO. 2020-0034

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$[33,321,338.39]; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED _____, 2020

PREPARED BY:

McALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)

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* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

**CITY OF SPOKANE, WASHINGTON
RESOLUTION NO. 2020-0034**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$[33,321,338.39]; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2018-0074, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Indian Canyon Golf Course (the “Indian Canyon Loan”), which remains outstanding in the principal amount of \$2,389,011.63; and

WHEREAS, pursuant to Resolution 2019-0080, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Esmeralda Golf Course (the “Esmeralda Loan”) which remains outstanding in the principal amount of \$2,000,000.00; and

WHEREAS, pursuant to Resolution 2018-0101, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$1,194,050.53, to be used to refinance a prior interfund loan originally used for capital expenditures to acquire property commonly referred to as the “YMCA Property” (the “YMCA Loan”), which remains outstanding in the principal amount of \$536,751.00; and

WHEREAS, pursuant to Resolution 2019-0104, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of \$290,480.50, to be used to refinance a prior interfund loan originally used to finance the purchase and installation of a Radio Frequency Identification System for the Spokane County Library (the “Library RFIS Loan”), which remains outstanding in the principal amount of \$262,630.00; and

WHEREAS, pursuant to Resolution 2018-0075, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$1,620,000.00, to be used to finance projects of Citywide significance (the “Strategic Investments Loan”), which remains outstanding in the principal amount of \$1,358,963.00; and

WHEREAS, pursuant to Resolution 2017-0064, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$1,341,975.98, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City’s Police Department could consolidate investigative services (the “Gardner Property Loan”), which remains outstanding in the principal amount of \$1,129,924.00; and

WHEREAS, pursuant to Resolution 2017-0063, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,073,973.60, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could provide a more secure place to store evidence of crimes (the "Alki Property Loan"), which remains outstanding in the principal amount of \$1,746,255.00; and

WHEREAS, pursuant to Resolution 2017-0066, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$717,368.44, to be used to refinance a prior interfund loan originally used to pay the cost of construction of the West Plains Fire Station (the "West Plains Fire Station Loan"), which remains outstanding in the principal amount of \$604,014.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized a series of multiple draw interfund loans from the Spokane Investment Pool to the Asset Management Fund, in the aggregate amount of not to exceed \$26,000,000.00 (the "Public Safety Loan Series"), to be used to finance the purchase of public safety, equipment, vehicles and apparatus and issued the first series with an initial draw of \$5,694,196.00 (the "2014 Public Safety Loan"); and

WHEREAS, pursuant to Resolution 2019-0105, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$2,162,967.88, to be used to refinance the 2014 Public Safety Loan, which draw remains outstanding in the principal amount of \$1,721,028.00; and

WHEREAS, pursuant to Resolution 2017-0077, the City authorized an additional \$5,529,705.00 draw on the Public Safety Loan Series (the "2016 Public Safety Loan"), which draw remains outstanding in the principal amount of \$1,944,582.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$5,085,533.00 draw on the Public Safety Loan Series (the "2016 Public Safety Loan"), which draw remains outstanding in the principal amount of \$2,997,308.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,785,062.00 draw on the Public Safety Loan Series (the "2017 Public Safety Loan"), which draw remains outstanding in the principal amount of \$3,524,125.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,155,485.00 draw on the Public Safety Loan Series (the "2018 Public Safety Loan"), which draw remains outstanding in the principal amount of \$4,325,059.00; and

WHEREAS, pursuant to Resolution 2019-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$4,527,938.00, to be used to finance the purchase of public safety, equipment, vehicles and apparatus (the "2019 Public Safety Loan"), which remains outstanding in the principal amount of \$4,527,938.00; and

WHEREAS, pursuant to Resolution 2015-0096, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of up to

\$5,000,000.00, to be used to make capital expenditures for the Spokane Central Service Center, including the construction of facilities to house the City's consolidated fleet maintenance operations (the "Fleet Loan"), which remains outstanding in the principal amount of \$3,134,680.00; and

WHEREAS, pursuant to Resolution 2017-0039, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of up to \$250,000.00, to be used to purchase nine (9) new vehicles for Engineering Construction Management Staff (the "Engineering Vehicles Loan"), which remains outstanding in the principal amount of \$129,071.00; and

WHEREAS, pursuant to Resolution 2019-0090, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$500,000.00, to be used to finance a portion of the costs of the acquisition, construction and installation of an artistic tower, screen artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5th Ave and Maple (the "Maple Street Gateway Loan"), which remains outstanding in the principal amount of \$500,000.00; and

WHEREAS, together the above interfund loans are defined herein as the "Loans"; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.1 of the Investment Policy; and

WHEREAS, the Loans were each documented with an agreement to issue taxable limited tax general obligation bonds purchased by the Spokane Investment Pool ("SIP"); and

WHEREAS, in order to achieve budget savings necessary to address anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the Loans through the issuance of a series of taxable limited tax general obligation refunding bonds to be purchased by SIP.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Definitions. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds shall be paid into a separate account

within the Asset Management Fund and used to pay the costs of refinancing the Loans and paying the costs of issuance of the Bonds.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

Bonds means, collectively, the Series A-1, A-2, B, C, D, E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, F, G and H Bonds.

City means the City of Spokane, Spokane County, Washington, a first class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Facility Improvement Fee means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Golf Project.

Golf Project mean the plan for certain capital improvements to the City's golf courses as specified and adopted Resolution No. 2018-0074 and Resolution No. 2019-0000.

Loans means, collectively, the Indian Canyon Loan, the Esmeralda Loan, the YMCA Loan, the Library RFIS Loan, the Strategic Investments Loan, the Gardner Property Loan, the Alki Property Loan, the West Plains Fire Station Loan, the 2014 Public Safety Loan, the 2014 Public Safety Loan, the 2015 Public Safety Loan, the 2016 Public Safety Loan, the 2017 Public Safety Loan, the 2018 Public Safety Loan, the 2019 Public Safety Loan, the Fleet Loan, the Engineering Vehicles Loan, and the Maple Street Gateway Loan.

Maturity Date means a date not to exceed five years from the date(s) of issuance of the Bonds.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Series A-1 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-1 (Indian Canyon Golf Course Improvements – Taxable)" issued pursuant to this resolution.

Series A-2 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-2 (Esmeralda Golf Course Improvements – Taxable)" issued pursuant to this resolution.

Series B Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series B (YMCA Interfund Loan 2018 – Taxable)” issued pursuant to this resolution.

Series C Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series C (Library RFIS 2019 – Taxable)” issued pursuant to this resolution.

Series D Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series D (Strategic Investments – Taxable)” issued pursuant to this resolution.

Series E-1 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-1 (Gardner Property – Taxable)” issued pursuant to this resolution.

Series E-2 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-2 (Alki Property – Taxable)” issued pursuant to this resolution.

Series E-3 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-3 (West Plains Fire Station – Taxable)” issued pursuant to this resolution.

Series E-4 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-4 (Public Safety Equipment and Apparatus 2014 – Taxable)” issued pursuant to this resolution.

Series E-5 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-5 (Public Safety Equipment and Apparatus 2015 – Taxable)” issued pursuant to this resolution.

Series E-6 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-6 (Public Safety Equipment and Apparatus 2016 – Taxable)” issued pursuant to this resolution.

Series E-7 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-7 (Public Safety Equipment and Apparatus 2017 – Taxable)” issued pursuant to this resolution.

Series E-8 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-8 (Public Safety Equipment and Apparatus 2018 – Taxable)” issued pursuant to this resolution.

Series E-9 Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-9 (Public Safety Equipment and Apparatus 2019 – Taxable)” issued pursuant to this resolution.

Series F Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series F (Fleet – Taxable)” issued pursuant to this resolution.

Series G Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series G (Engineering Vehicles – Taxable)” issued pursuant to this resolution.

Series H Bond means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series H (Maple Street Gateway – Taxable)” issued pursuant to this resolution.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bonds are issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization and Description of Bonds.

(a) ***Series A-1 Bond.*** To provide funds to refinance the Indian Canyon Loan and to pay costs of issuing the Series A-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,389,011.63 for the Series A-1 Bond to document an interfund loan facility with the SIP in the amount of \$2,389,011.63.

(b) ***Series A-2 Bond.*** To provide funds to refinance the Esmeralda Loan and to pay costs of issuing the Series A-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,500,000.00

for the Series A-2 Bond to document an interfund loan facility with the SIP in the amount of \$2,500,000.00.

(c) *Series B Bond.* To provide funds to refinance the YMCA Loan and to pay costs of issuing the Series B Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$536,751.00 for the Series B Bond to document an interfund loan facility with the SIP in the amount of \$536,751.00.

(d) *Series C Bond.* To provide funds to refinance the Library RFIS Loan and to pay costs of issuing the Series C Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$262,630.00 for the Series C Bond to document an interfund loan facility with the SIP in the amount of \$262,630.00.

(e) *Series D Bond.* To provide funds to refinance the Strategic Investments Loan and to pay costs of issuing the Series D Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,358,963.00 for the Series D Bond to document an interfund loan facility with the SIP in the amount of \$1,358,963.00.

(f) *Series E-1 Bond.* To provide funds to refinance the Gardner Property Loan and to pay costs of issuing the Series E-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,129,924.00 for the Series E-1 Bond to document an interfund loan facility with the SIP in the amount of \$1,129,924.00.

(g) *Series E-2 Bond.* To provide funds to refinance the Alki Property Loan and to pay costs of issuing the Series E-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,746,255.00 for the Series E-2 Bond to document an interfund loan facility with the SIP in the amount of \$1,746,255.00.

(h) *Series E-3 Bond.* To provide funds to refinance the West Plains Fire Station Loan and to pay costs of issuing the Series E-3 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$604,014.00 for the Series E-3 Bond to document an interfund loan facility with the SIP in the amount of \$604,014.00.

(i) *Series E-4 Bond.* To provide funds to refinance the 2014 Public Safety Loan and to pay costs of issuing the Series E-4 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,721,028.00 for the Series E-4 Bond to document an interfund loan facility with the SIP in the amount of \$1,721,028.00.

(j) *Series E-5 Bond.* To provide funds to refinance the 2015 Public Safety Loan and to pay costs of issuing the Series E-5 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of

\$1,934,582.00 for the Series E-5 Bond to document an interfund loan facility with the SIP in the amount of \$1,934,582.00.

(k) *Series E-6 Bond.* To provide funds to refinance the 2016 Public Safety Loan and to pay costs of issuing the Series E-6 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,997,308.00 for the Series E-6 Bond to document an interfund loan facility with the SIP in the amount of \$2,997,308.00.

(l) *Series E-7 Bond.* To provide funds to refinance the 2017 Public Safety Loan and to pay costs of issuing the Series E-7 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,524,125.00 for the Series E-7 Bond to document an interfund loan facility with the SIP in the amount of \$3,524,125.00.

(m) *Series E-8 Bond.* To provide funds to refinance the 2018 Public Safety Loan and to pay costs of issuing the Series E-8 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,325,059.00 for the Series E-8 Bond to document an interfund loan facility with the SIP in the amount of \$4,325,059.00.

(n) *Series E-9 Bond.* To provide funds to refinance the 2019 Public Safety Loan and to pay costs of issuing the Series E-9 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,527,938.00 for the Series E-9 Bond to document an interfund loan facility with the SIP in the amount of \$4,527,938.00.

(o) *Series F Bond.* To provide funds to refinance the Fleet Loan and to pay costs of issuing the Series F Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,134,680.00 for the Series F Bond to document an interfund loan facility with the SIP in the amount of \$3,134,680.00.

(p) *Series G Bond.* To provide funds to refinance the Engineering Vehicles Loan and to pay costs of issuing the Series G Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$129,071.00 for the Series G Bond to document an interfund loan facility with the SIP in the amount of \$129,071.00.

(q) *Series H Bond.* To provide funds to refinance the Maples Street Gateway Loan and to pay costs of issuing the Series H Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$500,000.00 for the Series H Bond to document an interfund loan facility with the SIP in the amount of \$500,000.00.

The Bonds shall be dated as of their dates of delivery to the SIP, shall be in the amounts specified above, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for

identification, and shall mature on their respective Maturity Dates. Interest on the Bonds shall be calculated on a 30/360 basis and principal of and interest thereon shall be due semi-annually on the payment dates established by SIP, provided the final payments may be balloon payments due and payable on the respective Maturity Date. The initial payment date shall be not sooner than , 20 .

The Bonds shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this resolution is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Dates, which final payments may be balloon payments. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 3. Sale of Bonds. The City Council hereby approves the SIP's offer to purchase the Bonds and establish interfund loans on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to the City of Spokane for the benefit of the SIP. On or prior to the closing date, the SIP shall provide the City with separate payment and amortization schedules for the Bonds.

Section 4. Application of Bond Proceeds.

(a) *Series A-1 Bond.*

The proceeds of the Series A-1 Bond shall be expended to pay the costs of financing the Indian Canyon Loan and to pay the costs of issuing the Series A-1 Bond as authorized herein.

(ii) The net proceeds of the Series A-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Indian Canyon Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0074.

(b) *Series A-2 Bond.*

(i) The proceeds of the Series A-2 Bond shall be expended to pay the costs of refinancing the Esmeralda Loan and to pay the costs of issuing the Series A-2 Bond as authorized herein.

(ii) The net proceeds of the Series A-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Esmeralda Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0080.

(c) *Series B Bond.*

(i) The proceeds of the Series B Bond shall be expended to pay the costs of refinancing the YMCA Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series B Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the YMCA Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0101.

(d) *Series C Bond.*

(i) The proceeds of the Series C Bond shall be expended to pay the costs of refinancing the Library RFIS Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Library RFIS Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0104.

(e) *Series D Bond.*

(i) The proceeds of the Series D Bond shall be expended to pay the costs of refinancing the Strategic Investments Loan and to pay the costs of issuing the Series D Bond as authorized herein.

(ii) The net proceeds of the Series D Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Strategic Investments Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0075.

(f) *Series E-1 Bond.*

(i) The proceeds of the Series E-1 Bond shall be expended to pay the costs of refinancing the Gardner Property Loan and to pay the costs of issuing the Series E-1 Bond as authorized herein.

(ii) The net proceeds of the Series E-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Gardner Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0064.

(g) *Series E-2 Bond.*

(i) The proceeds of the Series E-2 Bond shall be expended to pay the costs of refinancing the Alki Property Loan and to pay the costs of issuing the Series E-2 Bond as authorized herein.

(ii) The net proceeds of the Series E-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Alki Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0063.

(h) *Series E-3 Bond.*

(i) The proceeds of the Series E-3 Bond shall be expended to pay the costs of refinancing the West Plains Fire Station Loan and to pay the costs of issuing the Series E-3 Bond as authorized herein.

(ii) The net proceeds of the Series E-3 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the West Plains Fire Station Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0066.

(i) *Series E-4 Bond.*

(i) The proceeds of the Series E-4 Bond shall be expended to pay the costs of refinancing the 2014 Public Safety Loan and to pay the costs of issuing the Series E-4 Bond as authorized herein.

(ii) The net proceeds of the Series E-4 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2014 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0075.

(j) *Series E-5 Bond.*

(i) The proceeds of the Series E-5 Bond shall be expended to pay the costs of refinancing the 2015 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-5 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2015 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(k) *Series E-6 Bond.*

(i) The proceeds of the Series E-6 Bond shall be expended to pay the costs of refinancing the 2016 Public Safety Loan and to pay the costs of issuing the Series E-6 Bond as authorized herein.

(ii) The net proceeds of the Series E-6 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2016 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(l) *Series E-7 Bond.*

(i) The proceeds of the Series E-7 Bond shall be expended to pay the costs of refinancing the 2017 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-7 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2017 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(m) *Series E-8 Bond.*

(i) The proceeds of the Series E-8 Bond shall be expended to pay the costs of refinancing the 2018 Public Safety Loan and to pay the costs of issuing the Series E-8 Bond as authorized herein.

(ii) The net proceeds of the Series E-8 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2018 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(n) *Series E-9 Bond.*

(i) The proceeds of the Series E-9 Bond shall be expended to pay the costs of refinancing the 2019 Public Safety Loan and to pay the costs of issuing the Series E-9 Bond as authorized herein.

(ii) The net proceeds of the Series E-9 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2019 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(o) *Series F Bond.*

(i) The proceeds of the Series F Bond shall be expended to pay the costs of refinancing the Fleet Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Fleet Loan and discharging the obligations of the City relating thereto under Resolution No. 2015-0096.

(p) *Series G Bond.*

(i) The proceeds of the Series G Bond shall be expended to pay the costs of refinancing the Engineering Vehicles Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Engineering Vehicles Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0039.

(q) *Series H Bond.*

(i) The proceeds of the Series H Bond shall be expended to pay the costs of refinancing the Maple Street Gateway Loan and to pay the costs of issuing the Series H Bond as authorized herein.

(ii) The net proceeds of the Series H Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Maple Street Gateway Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0090.

(r) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bonds to make the payments described in this resolution.

VOID

Section 5. Pledge of Funds and Credit. To pay principal of and interest on the Bonds as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bonds. In addition, the City hereby irrevocably covenants that it will deposit proceeds from the Facility Improvement Fee in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series A-1 Bonds and the Series A-2 Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 6. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds (collectively, the “Bond Registrar”). Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds shall be paid upon demand, presentation and surrender of the Bonds by the SIP to the Bond Registrar. The Bonds are not transferable.

Section 7. Prepayment. At the option of the City, or upon demand of the SIP, the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 8. Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the

manual or facsimile signature of the City Clerk. In case any of the officers who shall have signed or attested the Bonds shall cease to be such officer before such Bonds have been actually issued and delivered, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds shall be the proper officers of the City although at the original date of the Bonds any such person shall not have been such officer of the City.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form:

NO. R-1

VOID

\$ _____

STATE OF WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND, 2020
[SERIES DESIGNATION – (Taxable)]

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 31, 20__

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE
INVESTMENT POOL

PRINCIPAL AMOUNT: [_____ and ____/100 DOLLARS]

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the Principal Amount, plus interest, indicated above.

This Bond is issued under authority of Resolution No. _____, adopted by the City Council on _____, 2020 (the “Bond Resolution”), to document an interfund loan from

the Spokane Investment Pool ("SIP") to pay the costs of refinancing the [Loan Designation] and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on a 30/360 basis. Upon final payment of all installments of principal and interest thereon on or before the Maturity Date, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit proceeds of [the Facility Improvement Fee and other available City funds in the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall be valid and become obligatory for all purposes and be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ____ day of _____, 20__.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Limited Tax General Obligation Refunding Bond, 2020 [Series Designation – (Taxable)] of the City dated _____, 2020 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

Section 10. Ongoing Disclosure. The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this _____ day of _____, 2020.

CITY OF SPOKANE
Spokane County, Washington

Breean Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Nadine Woodward, Mayor

(SEAL)

VOID

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

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

06/15/2020

<u>Date Rec'd</u>	6/5/2020
<u>Clerk's File #</u>	RES 2020-0039
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS 625-6714
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - RESOLUTION REGARDING MOU WITH SPOKANE COUNTY UNITED WAY

Agenda Wording

A Resolution regarding a Memorandum of Understanding between Spokane County United Way and the City of Spokane Public Defender's Office

Summary (Background)

Starting immediately, the United Way will recruit a Vista Member. Starting in August, that member will begin the process of creating a training program and identifying and creating a sustainable source for volunteer case managers to work in Community Court. More information in the attached white paper.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 5,000		# Public Safety Levy Fund
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> PSCHC 5/4/20
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	jspence@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

RESOLUTION NO. 2020-0039

A Resolution regarding a Memorandum of Understanding between Spokane County United Way and the City of Spokane Public Defender's Office

WHEREAS, the Spokane City Council passed Ordinance C35846, which codified Community Court as part of the Municipal Court system, on December 19, 2019; and

WHEREAS, City voters voted to approve Proposition No.1 ("Levy for hiring of police and fire personnel, funding crime reduction programs and exempting senior citizens and persons with disabilities from collection") on February 12, 2019; and

WHEREAS, on June 24, 2019, the Spokane City Council passed Resolution 2019-0043, intending for a minimum of \$250,000 of the levy funds be dedicated for crime reduction programming; and

WHEREAS, the Spokane City Council passed Ordinance C35846 on December 19, 2019, codifying Community Court as part of the Municipal Court system and recognizing "the history of success and the ongoing potential of" all of the City's therapeutic courts; and

WHEREAS, the City of Spokane Public Defender's Office has worked with the United Way Vista Program to utilize a Vista volunteer to create a self-sustaining volunteer case manager training program; and

WHEREAS, the Spokane City Council fully supports the work of the Community Court and supports their efforts to train volunteer case managers to assist in ongoing operations.

NOW, THEREFORE, BE IT RESOLVED that \$5,000 be allocated to Community Court through the Memorandum of Understanding for a Vista volunteer to be funded from current surplus within the restricted Public Safety Levy Fund.

Passed by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

Spokane County United Way/City of Spokane Public Defender's Office MOU

White Paper

City Council President Beggs is sponsoring a resolution that would endorse spending \$5,000/year for three years to increase social services in Community Court. The purpose of this memo is to outline the proposed collaboration between the Spokane Municipal Community Court and the United Way Vista Program, funded by excess money in the Public Safety Levy Fund. Jennifer Pence (City of Spokane Public Defender's Office) has been in discussions with Aiden Sanders, the manager of the Vista Program for the United Way of Eastern Washington, to use their Vista program to create a self-sustaining case manager training program with the help of a Vista Volunteer.

Starting immediately, the United Way will recruit a Vista Member. Starting in August, that member will begin the process of creating a training program and identifying and creating a sustainable source for volunteer case managers to work in Community Court.

The commitment of the Vista member will be for three years. During that time the objective will be to:

- Identify and create a sustainable source for volunteer case managers
- Create a training program for the case managers
- Recruit a Case Manager Lead for the program

The need for case managers in Community Court is clear. The majority of Community Court participants suffer from mental health disorders and therefore experience additional barriers beyond their poverty in accessing necessary services and keeping important appointments. When participants fail to keep appointments or appropriately access services, their health, both mental and physical, and their ability to function as contributing members of the community declines. This is detrimental to the participants and our community as a whole. Providing high risk and high needs participants with the assistance of a case manager would be greatly beneficial not only to the participants but to the community as well.

Over the next three years, Community Court, with the assistance of the United Way Vista Program, intends to create and maintain a sustainable case manager program that will primarily be staffed by volunteers. One full-time Case Manager Lead will need to be established during that time and it is the hope that after the program is established with the help of the Vista member and data as to the efficacy of the program is collected, that the City of Spokane will consider funding the program permanently.

This three year commitment from the Vista program will establish the program and generate the data necessary to prove its worth as a tool to prevent recidivism in our community.

This is a financial win for the City because for only \$5,000/year it leverages a full time equivalent employee, who in turn will recruit other professional students to provide direct services to community court participants. One of the purposes of the voter approved public safety levy is to fund innovative programs that support criminal justice reform. The use of those funds is tightly restricted and there are excess funds in the account. Thus, spending \$5,000/year for the next three years will provide a tremendous benefit to the City of Spokane at no cost to other program or service objectives.

Originally prepared by: Jennifer Pence, Public Defender's Office

Edited by: Hannahlee Allers and Council President Beggs

MEMORANDUM OF UNDERSTANDING

Spokane County United Way
AmeriCorps VISTA Program
(Intermediary Sponsor)
920 N. Washington, Suite 100
Spokane, WA 99201

&

City of Spokane Public Defender's Office
(Project Host Site)
824 N. Monroe St., Spokane, WA 99201

This Memorandum of Understanding establishes a collaborative partnership between the above entities with respect to the assignment of an AmeriCorps VISTA member to support the following capacity-building project:

Community Court VISTA from **August 17, 2020** through **August 16, 2023** the projected end date of the three-year project period. Spokane County United Way and **City of Spokane Public Defender's Office** may negotiate to change the actual end date of the project if there are challenges with recruitment or retention of the VISTA members(s).

This MOU defines the responsibilities of **Spokane County United Way (SCUW)** as the VISTA Intermediary Sponsor and **City of Spokane Public Defender's Office** as the Project Host Site with respect to the assignment of **1** AmeriCorps VISTA member(s). The community need and project-related tasks are outlined in the concept paper and Volunteer Assignment Description (VAD).

This collaborative partnership is governed by and subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National & Community Service (CNCS) and Spokane County United Way, the relevant sections of which are incorporated into this MOU.

This agreement will be reviewed annually by the parties and updated as necessary to reflect any significant changes in terms.

- **Spokane County United Way, as the Intermediary Sponsor, will:**
 - a. Serve as the liaison between Project Host Sites, VISTA members and the Corporation for National and Community Service, including managing the use of CNCS's eGrants site.
 - b. Comply with the provisions of the Memorandum of Agreement between the Corporation for National & Community Service and Spokane County United Way.

- c. Designate a VISTA Director to provide oversight to the VISTA Program as a whole and recruit and manage a VISTA Leader, subject to the availability of resources from CNCS, to serve as the primary point of contact for VISTA members and Project Host Site supervisors.
- d. Assist with the recruitment, screening, interviewing, and selection of VISTA candidates, in coordination with Project Host Sites, for approval by the Washington State CNCS Office.
- e. In collaboration with the Project Host Site, SCUW will prepare a Volunteer Assignment Description (VAD) and identify performance measures for each VISTA position that is in alignment with the goals described in the concept paper. While VADs may be developed and proposed by SCUW and the Project Host Site, all VADs must be reviewed and approved by the Washington State CNCS Office.
- f. Assign a VISTA placement to the Project Host Site for the duration of this Memorandum of Understanding, subject to the availability of federal funding and recruitment/training deadlines for required VISTA Virtual Member Orientation (VMO) set forth by CNCS.
- g. Put forth VISTA candidates to CNCS for approval and required background checks. Subsequent to the final selection and placement of the VISTA, CNCS checks every candidate through the Dru Sjodin National Sex Offender Public Website (NSOPW) <http://www.nsopw.gov/en/Home/About> as well as pays for and requires that the VISTA is fingerprinted and given an FBI background check.
- h. Ensure that Project Host Sites provide day-to-day supervision and support and that VISTA supervisors participate in VISTA supervisor training, to be provided by CNCS and/or by the Intermediary Sponsor.
- i. In coordination with Project Host Sites, develop On-Site Orientation and Training (OSOT) Plans to ensure that all incoming VISTA members are provided an in-depth orientation to the community and their host site, and with training specific to the requirements of their VAD within the first four weeks of their term of service. SCUW will submit OSOT plans to the CNCS State Office in advance of the candidate's first day of service. In coordination with Project Host Sites, SCUW will provide additional training designed to foster project and member success and to include professional development throughout the member's assignment year.
- j. Monitor the VISTA member's progress through meetings, site visits, review of monthly and quarterly progress reports, and conversations with the VISTA member and supervisor.
- k. Monitor the VISTA member's timesheets and use of allowed personal and sick leave, in accordance with CNCS policies. Create and maintain records

- involving AmeriCorps VISTA members and projects, including the tracking of leave taken by assigned AmeriCorps VISTA members. Retain records for a period of no less than three years after completion or termination of the project and provide access to CNCS.
- l. Provide consultation and technical assistance throughout the VISTA member's year of service.
 - m. Submit required semi-annual and annual Project Progress Reports to CNCS.
 - n. Take all reasonable measures to ensure that its facilities and those of all participating project sites are accessible to qualified persons with disabilities, promotes their equal participation, and do not otherwise discriminate against such persons based on disability.
 - o. If circumstances require, advance up to \$500 to any AmeriCorps VISTA member in case of an emergency (e.g. critical illness or death in the immediate family) to be reimbursed by CNCS upon submission of a payment voucher.
 - p. If necessary, manage the transfer of VISTA member(s) from one placement to another to comply with terms and provisions of the grant or upon the request of the VISTA member with the approval of CNCS. In this scenario, Project Host Sites will be given 14 days' notice.
 - q. Report to the Washington State CNCS Office, within 24 hours, the unscheduled departure of any assigned AmeriCorps VISTA member, and otherwise keep CNCS timely informed of unscheduled changes of status and conditions of VISTA members, such as medical emergencies, hospitalization, arrests and absence without leave.
- **City of Spokane Public Defender's Office, as the Project Host Site, will:**
 - a. Consult with SCUW to develop the concept paper and Volunteer Assignment Description (VAD).
 - b. Coordinate with SCUW in the recruitment, screening, interviewing, and selection process to identify a VISTA candidate; ensure that specific requirements of the organization related to information that may surface in CNCS's required background check process are identified and complied with. Upon approval by the Washington State CNCS office the new VISTA member will be scheduled for the required Virtual Member Orientation (VMO).
 - c. Provide a Site Supervisor to provide day-to-day supervision of the activities of the VISTA member; ensure that the supervisor participates in VISTA supervisor orientation provided by CNCS and/or SCUW.
 - d. Provide the VISTA member individualized On-Site Orientation and Training at the beginning of their term of service in accordance with the On-Site Orientation and Training (OSOT) Plan developed with SCUW prior to the VISTA member's first day of service. On-Site orientation must begin on the member's first day of

- service and be completed within the first four weeks. The Project Host Site should provide additional training designed to foster project and member success and to include professional development throughout the member's assignment year.
- e. Use the approved VAD as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member. The VAD sets forth the scope of VISTA activities that the member is expected to perform during their service term.
 - f. Ensure that the VISTA member dedicates an average of 40 hours per week to their approved VAD. Review VISTA member's hours worked and leave taken on the VISTA time card and submit to SCUW on a biweekly basis. Create and maintain records involving AmeriCorps VISTA members and projects, including the tracking of leave taken by assigned AmeriCorps VISTA members. Retain records and make available to CNCS three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes. Project Host Sites should use their existing policies and procedures to account for a VISTA member's actual work schedule and hours served.
 - g. Review and assure that the VISTA member submits required progress reports to SCUW and responds to any other reasonable requests for project data in a timely manner on form(s) provided by SCUW, so that SCUW can comply with overall reporting requirements to CNCS.
 - h. Schedule regular meetings (preferably weekly) with the VISTA member(s) to discuss the project and other concerns.
 - i. Provide adequate working space, materials, supplies, and access to service-related transportation, a phone and computer to permit the VISTA member to perform their assigned duties. Service-related transportation may include mileage reimbursement for the member's vehicle, public transportation fares and/or use of vehicles owned or leased by the Project Host Site. Ensure that the VISTA member is reimbursed for all local travel associated with the project; reimbursement should be handled in accordance with the Project Host Site's existing policies and procedures.
 - j. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls recommended or provided by Spokane County United Way as the Project Intermediary Sponsor for purposes of completing the in-service training requirements set forth by CNCS.
 - k. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.

- l. Allow the VISTA member to participate in Days of Service (e.g., MLK Day of Service, AmeriCorps Week, National Service Recognition Day, September 11th National Day of Service and Remembrance) should activities be organized by Spokane County United Way or in the community where the VISTA member is serving.
- m. Inform the VISTA Director of Spokane County United Way of any concerns related to the VISTA Project. Report to SCUW VISTA Director, within 24 hours, changes of status and conditions of VISTA members such as unscheduled departure, medical emergencies, hospitalization, arrests and absence without leave.

- **Joint Responsibilities**

Both parties to the Memorandum of Understanding shall:

- a. Consult with community members and potential partner organizations to plan and develop VISTA projects aligned with the community goals of reducing poverty, eliminating opportunity gaps, and increasing community health and safety.
- b. Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither the Project Sponsor nor the Project Host Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- c. Ensure that persons selected as VISTA members are not:
 - i. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a staff member of the project or the Site or a CNCS staff person in the applicable State Office;
 - ii. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a staff member of the project or the Site, or a CNCS staff person in the applicable State Office;
 - iii. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project Site where the VISTA member reports for service; or
 - iv. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the

board of directors of the specific AmeriCorps VISTA project Site where the VISTA member reports for service.

- d. Neither the Intermediary Sponsor nor the Project Host Site has the discretion or authority to dismiss or separate a VISTA member from service; CNCS is the sole authority that can terminate a VISTA member's term of service. The Project Site should document any performance or behavior issues and immediately report them to Spokane County United Way. The VISTA Director of Spokane County United Way will report such incidences to the state CNCS office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.
- e. Ensure that all VISTA resources, defined as the time and activities of the VISTA member, are properly used at all times. If CNCS determines that the Sponsor and/or any Project Host Site has misused VISTA resources in violation of Federal law, Federal regulations, or the terms and conditions of the MOU between CNCS and Spokane County United Way, the Sponsor and/or the Project Host Site may be held financially responsible to reimburse CNCS for VISTA living allowances and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member.
- f. Sponsors and Project Host Sites are strictly prohibited from providing VISTA members or Summer Associates with direct financial assistance. There are options for Project Host Sites to provide support for VISTA members. Site supervisors should consult the VISTA Director regarding plans to provide support to assigned VISTA member(s).
- g. Project must be identified as an AmeriCorps VISTA project and assigned member as AmeriCorps VISTA member. All Site agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.
- h. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. CNCS provides a camera-ready logo. Sponsors and Sites must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any activity prohibited by AmeriCorps VISTA. Logos and branding guidance are available online: <https://www.nationalservice.gov/programs/ameri-corps/ameri-corpsvista/vistaou-teach>

- **Non-Discrimination & Sexual Harassment**

- a. No person with responsibilities in the operation of the project shall discriminate against any VISTA member, member of the staff of, or beneficiary of the project

with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

- b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As a recipient of federal financial assistance from CNCS, the Project Sponsor and Project Host Site are responsible for promptly responding to instances, and/or complaints, of violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
 - i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Project Sponsor or Project Host Site, their agents, or supervisory employees should have known of the acts.
 - ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
 - iii. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Project Sponsor or Project Host Site, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

- **Legal Restrictions**

VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and the expansion of the capacity of the low-income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their Volunteer Assignment Description (VAD).

The Project Host Site agrees that no VISTA member assigned under this MOU shall participate in:

- a. Partisan and non-partisan political activities, including voter registration or providing voter transportation to the polls;
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;
- c. Labor or anti-labor organization or related activities;
- d. Religious instruction, worship services, proselytization, or any other religious activity as part of their duties.

The Project Host Site further agrees not to:

- e. Carry out projects (related to VISTA) resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities or providing voters transportation to the polls;
- f. Assign VISTA members to activities that would result in the hiring or displacement of employed workers, filling-in for absent employees or supervisors, or impairing existing contracts for services;
- g. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
- h. Accept, or permit the acceptance of, compensation from AmeriCorps VISTA members or from beneficiaries for the service of the VISTA members.

• **Site Support Payment:**

SCUW relies on local VISTA project sites to help cover SCUW's costs to provide this benefit to their organization. The Site Support Payment (SSP) is calculated annually by SCUW (during the 1st quarter of the calendar year), based on the costs of managing the program and the number of sites allowed for SCUW in the CNCS grant.

SSP is effective as of the beginning of SCUW's fiscal year (July 1). It will be applied to any new projects that begin during the fiscal year. Existing projects will continue to pay the prior year's SSP for the balance of their program year the new SSP will be applied when their next (2nd or 3rd) program year begins.

SCUW does not intend for the SSP to serve as a barrier to an organization's ability to host a VISTA project. A VISTA Project Site may request a 1-year reduction or waiver of the Site Support Payment due to financial hardship. The project must have the financial capacity to effectively support a VISTA member with supervision, workspace, computer, local travel, etc. as well as demonstrate commitment to plan toward sustainability.

- a. **City of Spokane Public Defender's Office** agrees to pay Spokane County United Way the annual site support payment of **\$5,000** for **1** VISTA member(s). Payments may be quarterly or with one annual payment (due during the 1st quarter of service) based on agreement between the two parties.

Indicate payment choice: _____Quarterly _____Annually

Invoices from Spokane County United Way should be sent to:

Contact: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

- b. **City of Spokane Public Defender's Office** requests a one-year waiver of the SSP for the following reason(s):

- **Modifications**

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the two parties.

- **Termination**

- a. Spokane County United Way will use the above provisions to determine continued eligibility of **City of Spokane Public Defender's Office** to be a Project Host Site. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, Spokane County United Way Initiative will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.
- b. Any termination of the Memorandum of Understanding between Spokane County United Way as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

SPOKANE COUNTY UNITED WAY

**CITY OF SPOKANE PUBLIC
DEFENDER'S OFFICE**

Signature _____

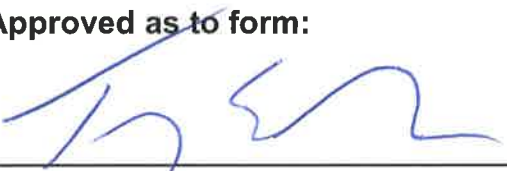
Signature 

Date _____

Date 3/19/20

Approved as to form:

Attest:



Assistant City Attorney

City Clerk

_____ (Date) MOU with payment schedule provided to Amy Fanning,
Spokane County United Way CFO (SCUW internal use only.)



Expenditure Control Form

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

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

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

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

12/09/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35870

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KATE BURKE 625-6275

Project #**Contact E-Mail**

KATEBURKE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Council Notifications****Dept Head**

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**PSCH Committee,
12/2/2019**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35870

An ordinance prohibiting the use of so-called “mosquito” devices; amending sections 10.08D.030, 10.08D.050, and 10.08D.140; and enacting a new section 10.08D.145 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.030 Definitions

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. “A-weighted sound level” means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. “Ambient sound” means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. “Amplified” means to increase a sound level by electronic, mechanical or other means.
- D. “Amplification equipment” means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. “Background sound level” means the level of all sounds in a given environment, independent of the specific source being measured.
- F. “Commercial noise” means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. “dBA” means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National

Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.

- H. “Decibel” (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated “dB.”
- I. “EDNA” means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. “Exterior electrical equipment noise” means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.
- K. “Law enforcement officer” means a police officer or other officials who have a limited police commission.
- L. “Lmax” means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax “fast” is defined as a 125-millisecond time-weighted maximum.
- M. “L(n)” means sound level that is exceeded “n” percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. “Mosquito device” means an electronic device which emits sound at a frequency of 15 kHz or above.
- ~~((“Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.))~~
- O. “Performer” means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.

- P. “Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- Q. “Public disturbance noise” means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. “Unreasonable sound” is defined in this chapter.
- R. “Public right-of-way” means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. “Receiving property” means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. “Sound amplification equipment” means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. “Sound level” means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. “Sound level meter” means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.
- W. “Unreasonable sound” means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

Section 2. That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.050 Unlawful Sounds – Maximum Permissible Environmental Sound Levels and Prohibited Frequencies

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. From the effective date of this section until December 31, 2021, it shall be unlawful for any person to use, deploy, or activate a mosquito device, as defined in this chapter, which is audible in any public space or right of way in Spokane.

Section 3. That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.140 Violation – Penalty

~~A. A first violation of this chapter((, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.~~

~~1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.~~

~~2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.~~

~~3. Mandated minimums shall include statutory costs and assessments.~~

-

~~B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds)) shall constitute a class 2 civil infraction. A second violation within a one year period shall be a ((misdemeanor pursuant to SMC 10.08D.140(A)))class 1 civil infraction. A third violation within a one-year period shall be a misdemeanor.~~

~~((G.))B.~~ No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, ~~((and))~~ has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law or code enforcement officer may ~~((than))then~~ ((issue a citation))take enforcement action under this section.

Section 4. That there is enacted a new section 10.08D.145 of the Spokane Municipal Code to read as follows:

Section 10.08D.145 Private right of action.

- A. Each person or class of persons aggrieved by a violation of this chapter by any other person(s) may bring an action against the person(s) violating this section in the Spokane County Superior Court.
- B. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.

PASSED 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:**

03/09/2020

Date Rec'd

12/17/2019

Clerk's File #

ORD C35879

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KAREN STRATTON 625-6291

Project #**Contact E-Mail**

KSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDMENT OF WEST QUADRANT TIF DISTRICT EXPIRATION AND PROJECT LIST

Agenda Wording

An ordinance amending ordinance No. C34032 in order to revise the description of the public improvements, extend the apportionment period, amend the intergovernmental agreement, and providing for other matters properly related thereto.

Summary (Background)

This ordinance extends the West Quadrant TIF expiration date to 2047 in order to allow the TIF district to capture property value increases that did not occur during the "Great Recession." At the same time, the project list connected to the WQTIF is amended to direct the share of the TIF revenue generated by the Kendall Yards development directly to specific projects located within a portion of the West Central neighborhood. The related intergovernmental agreement is also amended accordingly.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ TBD - revenues diverted from GF # various

Select \$ #

Select \$ #

Select \$ #

Approvals**Council Notifications****Dept Head**

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**

UD Comm., 12-9-2019

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. C34032 IN ORDER TO REVISE THE DESCRIPTION OF THE PUBLIC IMPROVEMENTS; EXTEND THE APPORTIONMENT PERIOD; AMEND THE INTERGOVERNMENTAL AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

**CITY OF SPOKANE
Spokane County, Washington**

**INCREMENT AREA NO. 2007-1
(West Quadrant Increment Area)**

THE CITY OF SPOKANE DOES ORDAIN;

WHEREAS, the City of Spokane, Spokane County, Washington, (the “City”), is a first-class charter city duly incorporated and operating under the laws of the state of Washington (the “State”) and the City Charter;

WHEREAS, the City is authorized by chapter 39.89 RCW (the “Act”) to establish an Increment Area within the boundaries of the City and to finance public improvements using community revitalization financing to encourage private development within such Increment Area;

WHEREAS, the City Council (the “Council”), by Ordinance No. C34032, formed an Increment Area designated as the “West Quadrant Increment Area” (the “Increment Area”) to encourage private development and further approved a Reimbursement Agreement with a developer;

WHEREAS, a copy of Ordinance No. C34032 is attached hereto and incorporated herein as Exhibit “A” and shall remain in full force and effect except as amended below;

WHEREAS, the Council by Ordinance No. C34758 adopted on August 8, 2011, approved the Amended and Restated Reimbursement Agreement with a successor developer, which Amended and Restated Reimbursement Agreement will expire by its terms on December 31, 2032;

WHEREAS, the Council now desires to amend the description of the Public Improvements, extend the Apportionment Period, and amend the Intergovernmental Agreement to provide for a dedicated source of revenue to fully or partially fund construction of Public Improvements by the City within the West Central Area (defined herein) upon the expiration of the Amended and Restated Reimbursement Agreement;

NOW, THEREFORE, IT IS FURTHER ORDAINED as follows:

Section 1. Definitions. Capitalized terms used in this Ordinance shall have the meanings given to them in Ordinance No. C34032, and if not defined therein, shall have the meanings given to them in chapter 39.89 RCW.

Section 2. Amendment to Section 2 of Ordinance No. C34032. Section 2 of Ordinance No. C34032 is hereby amended to provide as follows:

Section 2. Description of Plan for Public Improvements. It is the intention of the City that certain public improvements, including but not limited to those Public Improvements which are generally described below, be constructed and installed within the Increment Area:

(a) Publicly-owned street and road improvements, including: approximately 40,000 linear feet of streets and curbs; striping and signage; utility sleeves or similar facilities that will serve publicly owned utilities; approximately 14,000 linear feet of street landscaping (including trees and irrigation improvements); traffic signals; and improvements to Maple Street and Monroe Street, with an estimated cost of \$5,188,489.

(b) Publicly-owned water system improvements, including approximately: 15,060 lineal feet of water mains (including valves and fittings); 158 domestic water service lines (to the extent such lines are in the public domain); 158 building fire service lines (to the extent such lines are in the public domain); and 43 fire hydrants, with an estimated cost of \$2,382,300; provided fixtures and appurtenances required to connect private development to the public water system shall not be considered Kendall Yards Sub-Area Public Improvements.

(c) Publicly-owned sewer system improvements, including approximately: 1,800 lineal feet of sanitary sewer interceptors (including pipe in diameters of up to 72 inches); 15,060 lineal feet of sanitary sewer mains; 158 sanitary sewer service lines (to the extent such lines are in the public domain); and 60 sanitary sewer manholes, with an estimated cost of \$3,602,600; provided fixtures and appurtenances required to connect private development to the publicly owned sewer system shall not be considered Kendall Yards Sub-Area Public Improvements.

(d) Publicly-owned storm water and drainage management systems, including: approximately 18,031 lineal feet of storm sewer pipe; approximately 75 storm sewer manholes; approximately 151 storm water catch basins; approximately 26 Type 2 drywells; drainage swales (including landscaping for such swales); and storm water treatment vaults, with an estimated cost of \$4,416,205; provided, infrastructure and appurtenances required to address on-site storm water requirements shall not be considered Kendall Yards Sub-Area Public Improvements.

(e) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), with an estimated cost of \$8,050,000. The parties shall address responsibility for maintenance of street furnishings installed along the sidewalk (other than benches and bicycle racks) in a separate agreement to the extent such street furnishings are to be Kendall Yards Sub-Area Public Improvements.

(f) Streetlights, with an estimated cost of \$1,970,000.

(g) Publicly-owned park facilities and recreational area improvements, including: an extension of the Centennial Trail extending approximately 7,300 lineal feet (with an approximately 20-foot wide drivable surface and an additional 10' of landscape planting and/or re-vegetation); approximately eight (8) public riverfront plazas/parks (each of which is projected to be approximately 6,000 square feet in area); and improvements to the trail and landscaping in the existing Veterans Park at the intertie with the Centennial Trail, with an estimated cost of \$5,263,162.

(h) Site preparation for the aforementioned improvements, including demolition, excavating, grading, installing temporary erosion control improvements, with estimated costs of \$7,200,000.

(i) Designing, engineering, planning and permitting for the aforementioned improvements, with estimated costs of \$4,650,000; provided, the Public Improvement Costs relating to designing, engineering, planning, and permitting the Kendall Yards Sub-Area Public Improvements shall comply with Public Works Laws relating to the design, engineering, and permitting of the same and shall be limited to ten percent (10%) of the total Public Improvement Cost of the Kendall Yards Sub-Area Public Improvements, and any design, engineering, planning and permitting costs in excess of said ten percent (10%) limitation shall not be considered "Public Improvement Costs" for purposes of this Reimbursement Agreement.

~~(j) ((Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.))~~The Neighborhood Public Improvements shall be those as defined by RCW 39.89.020(4). In the event Chapter 39.89 RCW is amended to include affordable housing as a public improvement that may be financed with tax allocation revenues, the Neighborhood Public Improvements may also include affordable housing.

~~((k) —Publicly-owned intersection improvements related to Emerson Garfield and West Central Neighborhoods, Comprehensive Plan Monroe Corridor; Cora to Boone, 6-10, including NW Blvd, Boone, and others to be identified in N Monroe community design process (gateway locations): bumpouts, pavement treatment, trees, lighting, underground utilities as needed and feasible, pedestrian amenities, with an estimated cost of \$3,000,000.~~

~~(l) — Publicly-owned traffic calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000.~~

~~(m) — Publicly-owned streetscape intersection enhancements related to West Central Neighborhood, Comprehensive Plan Maxwell & Elm Employment Center; Chestnut to Maple, 5 blocks, on Sinto including sidewalks, bumpouts, trees and crosswalk treatments, with an estimated cost of \$1,500,000.~~

~~(n) — Demolition and reconstruction related to Riverside Neighborhood; Post Street Bridge for pedestrians, with an estimated \$750,000 towards total cost.~~

~~(o) — Publicly-owned streetscape improvements related to Riverside Neighborhood, Comprehensive Plan Regional Center; Bridge Street, Monroe to Post 1 block, including enhancements, lighting and street furniture, with an estimated cost of \$300,000.~~

~~(p) — Publicly-owned infrastructure improvements related to Riverside Neighborhood; Potential Bridge Street public market incubator site, but limited to upgrade of water and sewer to current commercial and industrial standards, and underground utilities where appropriate, with an estimated \$500,000 towards total cost.~~

~~(q) — Publicly-owned infrastructure improvements related to West Central Neighborhood, Maxwell & Elm Employment Center; incubator site(s), but limited to upgrade of water and sewer to current commercial and industrial standards, with an estimated \$750,000 towards total cost.~~

~~(r) — Publicly-owned Streetscape enhancements for West Central Neighborhood; Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bumpouts, trees, crosswalk treatment, and benches/bus shelters, with an estimated cost of \$1,800,000.~~

~~(s) — Publicly-owned north bank trail enhancements for Riverside Neighborhood; Centennial Trail at Monroe Street Bridge, with an estimated cost of \$175,000.~~

~~(t) — Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Central, Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.~~

~~(u) — Publicly-owned streetscape and infrastructure improvements related to Riverside Neighborhood; Howard to Washington, N. River Bank to Dean, 2 blocks, including upgrade of water and sewer to current commercial and industrial standards, underground utilities where needed and as feasible, with an estimated \$850,000 towards total cost.~~

~~(v) — Public access to West Central Neighborhood, Lower Crossing, including parking, bike, pedestrian, and trail enhancements, with an estimated cost of \$750,000.~~

~~(x) — Crossover reconfiguration analysis and engineering Riverside, Lincoln-Monroe, with an estimated cost of \$175,000.))~~

(k) Publicly-owned parking facilities, including surface parking lots, street parking improvements, covered parking facilities and/or multiple-floor parking facilities, adjacent to the campus of the County Courthouse, with an estimated cost of \$5,000,000.

(l) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), adjacent to the campus of the County Courthouse, with an estimated cost of \$200,000.

(m) Street lights, adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

(n) Publicly-owned park/recreational facilities, including pocket parks and public plazas (each of which is projected to be approximately 6,000 square feet in area), adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

The public improvements described in paragraphs (a) through (i) are hereinafter referred to as the “Kendall Yards Sub-Area Public Improvements,” the public improvements described in paragraphs (j) ~~((through (w)))~~ are hereinafter referred to as the “Neighborhood Public Improvements” and the public improvements described in paragraphs ~~(x)~~(k) through ~~(aa)~~(n) are hereinafter referred to as the “County Public Improvements.” All components and portions of the Kendall Yards Sub-Area Public Improvements shall be constructed and installed in accordance with the maps, plans, and specifications to be approved by the City.

Section 3. Amendment to Section 5 of Ordinance No. C34032. Section 5 of Ordinance No. C34032 is hereby amended to provide as follows:

“Section 5. Apportionment Period. The apportionment of Regular Property Taxes shall begin as of January 1, 2008, the calendar year following the enactment of this Ordinance. The City estimates that the apportionment of Regular Property Taxes pursuant to RCW 39.89.070 shall continue until the earlier of: (1) such time as the Incremental Revenues are no longer necessary or obligated to pay Public Improvement Costs; or (2) December 31, ~~((2032))~~ 2047. Provided, all Pledged Tax Allocation Revenues (as that term is defined in the Amended and Restated Reimbursement Agreement by and between the City of Spokane and North Gorge Residential Partners, LLC, dated August 22, 2011) collected from the Kendall Yards Sub-Area from January 1, 2033 up to and including December 31, 2047 shall be applied to pay for Neighborhood Public Improvements within the West Central Neighborhood, being that area of the Increment Area south of Maxwell Street, west of Monroe Street, excluding any land located in the Kendall Yards Sub-Area.

Section 4. Amendment to Section 9. of Ordinance No. C34032. Section 9 of Ordinance No. C34032 is hereby amended to provide as follows:

Section 9. ~~((Ratification of Prior Approval of))~~ Amendment to Intergovernmental Agreement. ~~((Under the County Resolution, the County has executed and delivered the Intergovernmental Agreement and agreed to the proposed Increment Area and the use of community revitalization financing by the City to finance the Public Improvements and encourage private development within the Increment Area as contemplated under RCW 39.89.030(4) and 39.89.050(1). The Council hereby ratifies and confirms its prior authorization and approval of the Intergovernmental Agreement pursuant to OPR 07-399 approved and executed on May 14, 2007 and the execution and delivery the Intergovernmental Agreement, as approved and in the form attached hereto as **Exhibit C**, by the Authorized Representative.))~~ The Council hereby authorizes and approves the First Amendment of Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection With the West Quadrant Increment Area in substantially the form presented to the Council in connection with the consideration of this Ordinance, and attached hereto as **Exhibit A**, with any nonmaterial changes thereto that one or more of the Authorized Representatives shall deem appropriate and in the interest of the City. The Council hereby further authorizes and directs any Authorized Representative to finalize, execute and deliver such Amended Intergovernmental Agreement.

Section 5. Referendum. This Ordinance is subject to the Referendum procedure specified in Section 83 of the City Charter.

Section 6. Ratification. All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the Council's employees in connection with the improvements to the Increment Area are hereby and in all respects ratified, approved and confirmed.

PASSED and ENACTED by the City of Spokane, Spokane County, Washington, on January __, 2020.

CITY OF SPOKANE
Spokane County, Washington.

Ben Stuckart, Council President

David Condon, Mayor

ATTEST:

Terri L. Pfister, City Clerk

(S E A L)

Effective Date

Approved As To Form:

Assistant City Attorney

CERTIFICATION

Terri L. Pfister, the City Clerk of the City of Spokane, Spokane County, Washington, hereby certifies that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly passed and adopted at a regular meeting of the City Council of the City of Spokane, duly and regularly held at the regular meeting place thereof on January __, 2020, of which meeting all members of such Council had due notice and at which a majority thereof was present; and that at such meeting such Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council members:

NAYS, Council members:

ABSENT, Council members:

ABSTAIN, Council members:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that such Ordinance is a full, true, and correct copy of the original Ordinance adopted at such meeting; and that such Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of such City on January __, 2020.

CITY OF SPOKANE, WASHINGTON

Terri L. Pfister, City Clerk

(S E A L)

Exhibit “A”

Copy of Ordinance C34032

**FIRST AMENDMENT OF INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SPOKANE, WASHINGTON AND SPOKANE COUNTY, WASHINGTON
AUTHORIZING COMMUNITY REVITALIZATION FINANCING IN CONNECTION
WITH THE WEST QUADRANT INCREMENT AREA**

This First Amendment (the “Amendment”) is made and entered into as of the dates set forth below, by the CITY OF SPOKANE, WASHINGTON (the “City”), and SPOKANE COUNTY, WASHINGTON (the “County”), hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, the Parties previously entered into an agreement titled “Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection with the West Quadrant Increment Area,” a copy of which is attached hereto as Exhibit “A” (the “Agreement”);

WHEREAS, the Parties wish to amend the Agreement by extending its duration through December 31, 2047;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the benefits to be realized by each party and by the general public from the creation of the Increment Area, the City and the County agree as follows:

1. Agreement. The Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection with the West Quadrant Increment Area, a copy of which is attached as Exhibit “A”, and any previous amendment and/or extensions/renewals, thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein (the “Agreement”).

2. Extension. Section 4 of the Agreement is amended as follows:

4. Chapter 39.34 RCW Required Provisions.

(a) *Purpose*. See Section 1 above.

(b) *Duration*. This Agreement shall continue until the earlier of: (i) such time as the tax allocation revenues (as defined in RCW 39.89.020(8)) are no longer necessary or obligated to pay the costs of any of the public improvements as set forth in Section 2 of the City Ordinance, as amended by Ordinance _____; or (ii) December 31, ~~((2032))~~2047.

(c) *Organization of Separate Entity and Its Powers*. See Section 3 above. No separate legal entity is necessary in conjunction with this Agreement.

(d) *Responsibilities of the Parties*. See provisions above.

(e) *Agreement to be Filed.* The City shall file this Agreement with its City Clerk, The County shall file this Agreement with the County Auditor or alternatively list the Agreement on the County's website.

(f) *Financing.* See Section 2 above.

(g) *Termination.* This Agreement may not be terminated any earlier than as provided in paragraph (b) above.

(h) *Property Upon Termination.* Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of this Agreement.

5. Severability. If any provision of this Amendment shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Amendment, but this Amendment shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

6. Counterpart. The parties may sign this Amendment in one or more counterparts hereto and each counterpart shall be treated as an original.

7. Binding Effect. Both parties have full power and authority to execute and deliver this Amendment and to perform their respective obligations under this Amendment. This Amendment constitutes a valid and binding obligation of the County and the City and is enforceable in accordance with its provisions.

8. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed the Agreement and it shall be effective as of the last date of execution below.

Executed this ____ day of January, 2020, by:

CITY OF SPOKANE
Spokane County, Washington

David Condon, Mayor

ATTEST:

Approved as to form:

Terri L. Pfister, City Clerk

Assistant City Attorney

(SEAL)

Executed this ____ day of _____, 20____, by:

SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

Al French, Vice Chair

Josh Kerns, Commissioner

ATTEST:

Ginna Vasquez, Clerk to the Board of
County Commissioners

(S E A L)

[Signature Page to Intergovernmental Cooperation Agreement]

Exhibit “A”

Copy of Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection With the West Quadrant Increment Area

ORDINANCE NO. C3 4032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESIGNATING AN INCREMENT AREA WITHIN ITS BOUNDARIES; DESCRIBING THE PUBLIC IMPROVEMENTS PROPOSED TO BE FINANCED IN WHOLE OR IN PART WITH THE USE OF COMMUNITY REVITALIZATION FINANCING; DESCRIBING THE BOUNDARIES OF THE INCREMENT AREA; ESTIMATING THE COST OF PUBLIC IMPROVEMENTS AND THE PORTION TO BE FINANCED USING COMMUNITY REVITALIZATION FINANCING; ESTIMATING THE TIME DURING WHICH REGULAR PROPERTY TAXES ARE TO BE APPORTIONED; PROVIDING THE DATE WHEN APPORTIONMENT OF THE REGULAR PROPERTY TAXES WILL COMMENCE; MAKING FINDINGS CONCERNING THE FINANCING OF PUBLIC IMPROVEMENTS USING COMMUNITY REVITALIZATION FINANCING; AUTHORIZING AND APPROVING A REIMBURSEMENT AGREEMENT AND AN INTERGOVERNMENTAL AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; DECLARING AN URGENCY AND EMERGENCY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

**CITY OF SPOKANE
Spokane County, Washington**

**INCREMENT AREA NO. 2007-1
(West Quadrant Increment Area)**

THE CITY OF SPOKANE DOES ORDAIN:

WHEREAS, the City of Spokane, Spokane County, Washington, (the "City") is a first class charter City duly incorporated and operating under the laws of the State of Washington and the Charter of the City;

WHEREAS, the City is authorized by Chapter 39.89 RCW (the "Act") to establish an Increment Area within the boundaries of the City and to finance public improvements using community revitalization financing to encourage private development within said Increment Area;

WHEREAS, the City Council (the "Council") desires to form an Increment Area, to be designated as the "West Quadrant Increment Area" (the "Increment Area" as defined below) to encourage private development; and

WHEREAS, the Council finds that the construction of certain public improvements within the Increment Area will encourage private development and increase the fair market value of real property within the Increment Area; and

WHEREAS, the proposed plan for public improvements must be consistent with the county-wide planning policy adopted by Spokane County, Washington (the "County") and with the City's Comprehensive Plan and development regulations adopted under the Growth Management Act; and

WHEREAS, the Act requires that the City enter into written agreements with taxing districts within the Increment Area approving the use of community revitalization financing; and

WHEREAS, pursuant to RCW 39.89.030(4) and RCW 39.89.050(1), the County adopted Resolution No. 2007-0393 on May 8, 2007 (the "County Resolution"), authorizing the execution and delivery of an Intergovernmental Agreement for the West Quadrant Increment Area (the "Intergovernmental Agreement") approving of and agreeing to the use of community revitalization financing, and has now executed and delivered the Intergovernmental Agreement; and

WHEREAS, the Act requires that the City hold a public hearing on the proposed financing of the public improvements within an Increment Area in whole or in part using community revitalization financing; and

WHEREAS, pursuant to Resolution No. 2007-0044 adopted by the City Council on April 30, 2007, the City caused to be published on May 4, 2007, such date being at least ten (10) days before the public hearing, notice in The Spokesman Review, a legal newspaper of general circulation within the proposed Increment Area, setting forth the date, time, and place of the Council's public hearing on this Ordinance, and further caused such notice to be posted in at least six (6) conspicuous public places located in the proposed Increment Area; and

WHEREAS, pursuant to RCW 39.89.030 the City may finance the public improvements within the Increment Area; and

WHEREAS, the City anticipates constructing certain public improvement within the Increment Area and using community revitalization financing to finance a portion of the costs of such public improvements (the "Neighborhood Public Improvements"); and

WHEREAS, pursuant to the Intergovernmental Agreement, the City and the County have agreed that certain public improvements within the Increment Area will be constructed by or at the direction of the County (the "County Public Improvements") and that a portion of the costs of the County Public Improvements will be financed through the use of community revitalization financing; and

WHEREAS, pursuant to the Intergovernmental Agreement, the City and the County have agreed that Incremental Revenues (as defined below) generated within the Increment Area but outside of the Kendall Yards Sub-Area shall be used to finance a portion of the costs of the Neighborhood Public Improvements and the County Public Improvements; and

WHEREAS, the City has received a proposal from Kendall Yards Development, Inc. (the "Developer") requesting that the City finance a portion of the costs of certain public improvements through community revitalization financing in connection with development by

the Developer of residential and commercial improvements on property located within that portion of the Increment Area that is within the Kendall Yards Sub-Area (as defined below); and

WHEREAS, the Developer and the City have negotiated the terms of a Reimbursement Agreement (the "Reimbursement Agreement") between the Developer and the City, under which the Developer agrees to, among other things, finance and construct certain public improvements that are located within the Kendall Yards Sub-Area of the Increment Area (the "Kendall Yards PUD Public Improvements") and the City agrees to reimburse the Developer for all or a portion of the eligible costs of such public improvements with Incremental Revenues (as defined below) generated within the Kendall Yards Sub-Area located within the Increment Area, subject to receipt of such revenues and the satisfaction of the terms and conditions set forth in the Reimbursement Agreement; and

WHEREAS, the Council desires to authorize and approve the Reimbursement Agreement, the Intergovernmental Agreement (collectively, the "Agreements") and to designate the Mayor, the Chief Operating Officer, the Chief Financial Officer or their designee as the authorized representative (the "Authorized Representative") to execute such Agreements;

NOW, THEREFORE, IT IS FURTHER ORDAINED as follows:

Section 1. Definitions. In addition to those terms defined in the Recitals above, as used in this Ordinance, the following terms have the meanings provided in this section.

"Increment Area" shall mean the Increment Area as that term is defined by RCW 39.89.020(9) and shall refer to the West Quadrant Increment Area established by this Ordinance, a description of which is attached as Schedule 1 to Exhibit A hereto.

"Incremental Revenues" shall mean those Tax Allocation Revenues as that term is defined by RCW 39.89.020(8) that are received by the City and available to finance the Public Improvements.

"Kendall Yards Sub-Area" shall mean that area within the Increment Area that is generally bounded by Monroe Street on the east, Ide Avenue and Ohio Avenue on the south, Summit Boulevard on the west and Bridge Avenue and College Avenue on the north, a description of which is attached as Schedule 2 to Exhibit A hereto.

"Public Improvement Costs" has the meaning specified for such phrase in RCW 39.89.020(5).

"Public Improvements" has the meaning specific for such phrase in RCW 39.89.020(4) and shall include those public improvements described in Section 2 of this Ordinance as the Kendall Yards Sub-Area Public Improvements, the Neighborhood Public Improvements and the County Public Improvements.

Capitalized terms used in this Ordinance that are not defined above shall have the meaning given to such terms in Chapter 39.89 RCW.

Section 2. Description of Plan for Public Improvements. It is the intention of the City that certain public improvements, including but not limited to those Public Improvements which are generally described below, be constructed and installed within the Increment Area:

(a) Publicly-owned street and road improvements, including: approximately 40,000 linear feet of streets and curbs; striping and signage; utility sleeves or similar facilities that will serve publicly owned utilities; approximately 14,000 linear feet of street landscaping (including trees and irrigation improvements); traffic signals; and improvements to Maple Street and Monroe Street, with an estimated cost of \$5,188,489.

(b) Publicly-owned water system improvements, including approximately: 15,060 lineal feet of water mains (including valves and fittings); 158 domestic water service lines (to the extent such lines are in the public domain); 158 building fire service lines (to the extent such lines are in the public domain); and 43 fire hydrants, with an estimated cost of \$2,382,300; provided fixtures and appurtenances required to connect private development to the public water system shall not be considered Kendall Yards Sub-Area Public Improvements.

(c) Publicly-owned sewer system improvements, including approximately: 1,800 lineal feet of sanitary sewer interceptors (including pipe in diameters of up to 72 inches); 15,060 lineal feet of sanitary sewer mains; 158 sanitary sewer service lines (to the extent such lines are in the public domain); and 60 sanitary sewer manholes, with an estimated cost of \$3,602,600; provided fixtures and appurtenances required to connect private development to the publicly owned sewer system shall not be considered Kendall Yards Sub-Area Public Improvements.

(d) Publicly-owned storm water and drainage management systems, including: approximately 18,031 lineal feet of storm sewer pipe; approximately 75 storm sewer manholes; approximately 151 storm water catch basins; approximately 26 Type 2 drywells; drainage swales (including landscaping for such swales); and storm water treatment vaults, with an estimated cost of \$4,416,205; provided, infrastructure and appurtenances required to address on-site storm water requirements shall not be considered Kendall Yards Sub-Area Public Improvements.

(e) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (*e.g.*, benches, trash receptacles, bicycle racks and planter pots), with an estimated cost of \$8,050,000. The parties shall address responsibility for maintenance of street furnishings installed along the sidewalk (other than benches and bicycle racks) in a separate agreement to the extent such street furnishings are to be Kendall Yards Sub-Area Public Improvements.

(f) Streetlights, with an estimated cost of \$1,970,000.

(g) Publicly-owned park facilities and recreational area improvements, including: an extension of the Centennial Trail extending approximately 7,300 lineal feet (with an approximately 20-foot wide drivable surface and an additional 10' of landscape planting and/or re-vegetation); approximately eight (8) public riverfront plazas/parks

(each of which is projected to be approximately 6,000 square feet in area); and improvements to the trail and landscaping in the existing Veterans Park at the intertie with the Centennial Trail, with an estimated cost of \$5,263,162.

(h) Site preparation for the aforementioned improvements, including demolition, excavating, grading, installing temporary erosion control improvements, with estimated costs of \$7,200,000.

(i) Designing, engineering, planning and permitting for the aforementioned improvements, with estimated costs of \$4,650,000; provided, the Public Improvement Costs relating to designing, engineering, planning, and permitting the Kendall Yards Sub-Area Public Improvements shall comply with Public Works Laws relating to the design, engineering, and permitting of the same and shall be limited to ten percent (10%) of the total Public Improvement Cost of the Kendall Yards Sub-Area Public Improvements, and any design, engineering, planning and permitting costs in excess of said ten percent (10%) limitation shall not be considered "Public Improvement Costs" for purposes of this Reimbursement Agreement.

(j) Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.

(k) Publicly-owned intersection improvements related to Emerson Garfield and West Central Neighborhoods, Comprehensive Plan Monroe Corridor; Cora to Boone, 6-10, including NW Blvd, Boone, and others to be identified in N Monroe community design process (gateway locations): bumpouts, pavement treatment, trees, lighting, underground utilities as needed and feasible, pedestrian amenities, with an estimated cost of \$3,000,000.

(l) Publicly-owned traffic calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000.

(m) Publicly-owned streetscape intersection enhancements related to West Central Neighborhood, Comprehensive Plan Maxwell & Elm Employment Center; Chestnut to Maple, 5 blocks, on Sinto including sidewalks, bumpouts, trees and crosswalk treatments, with an estimated cost of \$1,500,000.

(n) Demolition and reconstruction related to Riverside Neighborhood; Post Street Bridge for pedestrians, with an estimated \$750,000 towards total cost.

(o) Publicly-owned streetscape improvements related to Riverside Neighborhood, Comprehensive Plan Regional Center; Bridge Street, Monroe to Post 1

block, including enhancements, lighting and street furniture, with an estimated cost of \$300,000.

(p) Publicly-owned infrastructure improvements related to Riverside Neighborhood; Potential Bridge Street public market incubator site, but limited to upgrade of water and sewer to current commercial and industrial standards, and underground utilities where appropriate, with an estimated \$500,000 towards total cost.

(q) Publicly-owned infrastructure improvements related to West Central Neighborhood, Maxwell & Elm Employment Center; incubator site(s), but limited to upgrade of water and sewer to current commercial and industrial standards, with an estimated \$750,000 towards total cost.

(r) Publicly-owned Streetscape enhancements for West Central Neighborhood; Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bumpouts, trees, crosswalk treatment, and benches/bus shelters, with an estimated cost of \$1,800,000.

(s) Publicly-owned north bank trail enhancements for Riverside Neighborhood; Centennial Trail at Monroe Street Bridge, with an estimated cost of \$175,000.

(t) Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Central, Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.

(u) Publicly-owned streetscape and infrastructure improvements related to Riverside Neighborhood; Howard to Washington, N. River Bank to Dean, 2 blocks, including upgrade of water and sewer to current commercial and industrial standards, underground utilities where needed and as feasible, with an estimated \$850,000 towards total cost.

(v) Public access to West Central Neighborhood, Lower Crossing, including parking, bike, pedestrian, and trail enhancements, with an estimated cost of \$750,000.

(w) Crossover reconfiguration analysis and engineering Riverside, Lincoln-Monroe, with an estimated cost of \$175,000.

(x) Publicly-owned parking facilities, including surface parking lots, street parking improvements, covered parking facilities and/or multiple-floor parking facilities, adjacent to the campus of the County Courthouse, with an estimated cost of \$5,000,000.

(y) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), adjacent to the campus of the County Courthouse, with an estimated cost of \$200,000.

(z) Street lights, adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

(aa) Publicly-owned park/recreational facilities, including pocket parks and public plazas (each of which is projected to be approximately 6,000 square feet in area), adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

The public improvements described in paragraphs (a) through (i) are hereinafter referred to as the “Kendall Yards Sub-Area Public Improvements,” the public improvements described in paragraphs (j) through (w) are hereinafter referred to as the “Neighborhood Public Improvements” and the public improvements described in paragraphs (x) through (aa) are hereinafter referred to as the “County Public Improvements.” All components and portions of the Kendall Yards Sub-Area Public Improvements shall be constructed and installed in accordance with the maps, plans, and specifications to be approved by the City.

Section 3. Estimated Cost. Public Improvement Costs shall include, without limitation but only to the extent permitted by the Act, the cost of design, planning, acquisition, site preparation, construction, improvement and installation of the Public Improvements, together with the following ancillary costs:

- (a) the costs of relocating utilities as a result of the Public Improvements;
- (b) the costs of financing, including interest during construction, legal and other professional services, taxes, insurance, principal and interest costs on indebtedness incurred by the Developer and the County to finance public improvements, and any costs incurred by the City in connection with obligations incurred by the City in financing the Public Improvements;
- (c) the costs incurred by the Spokane County Assessor (the “Assessor”) to:
 - (i) revalue real property for the purpose of determining the tax allocation base value that is in excess of costs incurred by the Assessor in accordance with the revaluation plan under Chapter 84.41 RCW; and
 - (ii) the costs of apportioning the taxes and complying with applicable law; and
- (d) other administrative costs reasonably necessary and related to these costs, including such costs incurred prior to the adoption of this Ordinance.

The total estimated Public Improvement Costs for the Public Improvements that may be financed using community revitalization financing is hereby declared to be approximately Sixty Three Million Eight Hundred Seventy Two Thousand Seven Hundred and Fifty Six and No/100 Dollars (\$63,872,756.00). The City estimates that only a portion of such estimated Public Improvement Costs will be financed using community revitalization financing. The amount of such Public Improvement Costs financed using community revitalization financing shall be limited to and subject to the terms and conditions of the Reimbursement Agreement and the Intergovernmental Agreement.

Section 4. Increment Area Boundaries. The boundaries of the Increment Area are set forth in Schedule 1 to **Exhibit A**, attached hereto and incorporated herein by reference.

Section 5. Apportionment Period. The apportionment of Regular Property Taxes shall begin as of January 1, 2008, the calendar year following the enactment of this Ordinance. The City estimates that the apportionment of Regular Property Taxes pursuant to RCW 39.89.070 shall continue until the earlier of: (1) such time as the Incremental Revenues are no longer necessary or obligated to pay Public Improvement Costs; or (2) December 31, 2032.

Section 6. Tax Allocation Revenue. The City shall use Incremental Revenues to pay Public Improvement Costs, including but not limited to amounts used to pay for Neighborhood Public Improvements and amounts payable under the Reimbursement Agreement and the Intergovernmental Agreement. Provided, the potential use of Community Development Block Grant funds as referenced in the City's notices pursuant to the Act shall be limited to Neighborhood Public Improvements, as defined herein, and no such funds shall be available or used to pay for Kendall Yards Sub-Area Public Improvements or County Public Improvements.

Section 7. Community Revitalization Financing. Pursuant to RCW 39.89.030, the City may finance the Public Improvement Costs in whole or in part using Incremental Revenues. Incremental Revenues will be applied to Public Improvement Costs only in accordance with this Ordinance and pursuant to the terms and conditions set forth in the Reimbursement Agreement and the Intergovernmental Agreement.

Section 7.1. Advisory Board. The Council hereby directs the Authorized Representatives to prepare a proposal for consideration by Council to establish an advisory board to provide oversight and direction with respect to the financing, construction and priority of Neighborhood Public Improvements. Such proposal shall be provided to Council for consideration within thirty (30) days of the effective date of this Ordinance.

Section 8. Reimbursement Agreement. The Council hereby authorizes and approves the Reimbursement Agreement in substantially the form presented to the Council in connection with its consideration of this Ordinance, and attached hereto as **Exhibit B**, with any nonmaterial changes thereto that one or more of the Authorized Representatives shall deem appropriate and in the interest of the City. The Council hereby further authorizes and directs the Authorized Representative to finalize, execute and deliver said Reimbursement Agreement.

Section 9. Ratification of Prior Approval of Intergovernmental Agreement. Under the County Resolution, the County has executed and delivered the Intergovernmental Agreement and agreed to the proposed Increment Area and the use of community revitalization financing by the City to finance the Public Improvements and encourage private development within the Increment Area as contemplated under RCW 39.89.030(4) and 39.89.050(1). The Council hereby ratifies and confirms its prior authorization and approval of the Intergovernmental Agreement pursuant to OPR 07-399 approved and executed on May 14, 2007 and the execution and delivery the Intergovernmental Agreement, as approved and in the form attached hereto as **Exhibit C**, by the Authorized Representative.

Section 10. Findings. The Council hereby makes the following findings:

(a) That the Public Improvements are expected to encourage private development within the Increment Area and to increase the fair market value of real property within the Increment Area.

(b) That the private development that is anticipated to occur within the Increment Area as a result of the Public Improvements will be consistent with the countywide planning policy adopted by the County under RCW 36.70A.210 and the City's Comprehensive Plan and the development regulations adopted under Chapter 36.70A RCW.

(c) That the expenditures for the Public Improvements represent necessary and legitimate expenses of the City for public improvements and public improvement costs.

(d) That the taxing districts, in the aggregate, that levy at least seventy-five percent of the regular property tax within which the Increment Area is located have approved of and agreed to the use of community revitalization financing for the Public Improvements, as contemplated by RCW 39.89.030(4) and 39.89.050(1).

(e) That the Increment Area does not include any fire protection districts or any portions thereof.

(f) That this Ordinance satisfies all conditions of RCW 39.89.030.

Section 11. Referendum. This Ordinance is subject to the Referendum procedure specified in Section 83 of the Charter of the City.

Section 12. Effective Date. The Council hereby finds and determines that the creation of the Increment Area at this time will benefit the City due to the current state of public and private improvements within the proposed Increment Area boundaries. In making such finding and determination, the Council has given consideration to the purposes of the Act and the potential for economic development as a result of the formation of the Increment Area. In order to maximize future economic development within the Increment Area and the Incremental Revenues generated within the Increment Area to finance the Public Improvements it is essential to proceed immediately with the formation of the Increment Area and to enter into the Reimbursement Agreement and the Intergovernmental Agreement in connection therewith. Based upon said facts, an emergency and urgency is declared and found to exist as necessary for the immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this Ordinance shall be effective immediately upon its passage.

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PASSED and ENACTED by the City of Spokane, Spokane County, Washington, on May 14, 2007.

CITY OF SPOKANE
Spokane County, Washington.



Joe Shogan
Joe Shogan, Council President

Dennis Hession 5/21/07
Dennis Hession, Mayor

RECEIVED
05.21.07
CITY CLERK'S OFFICE
SPOKANE, WA

ATTEST:

Terri L. Pfister
Terri L. Pfister
City Clerk

05.14.07
EFFECTIVE DATE

Approved As To Form:

James Richman
James Richman, Assistant City Attorney

CERTIFICATION

Terri L. Pfister, the Clerk of the City of Spokane, Spokane County, Washington, hereby certifies that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly passed and adopted at a regular meeting of the City Council of the City of Spokane, duly and regularly held at the regular meeting place thereof on May 14, 2007 of which meeting all members of said Council had due notice and at which a majority thereof was present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council members:

6

(Council President Shogan, Council Members Crow, French, McLaughlin, Stark and Verner)

NAYS, Council members:

1

(Council Member Apple voting "NO")

ABSENT, Council members:

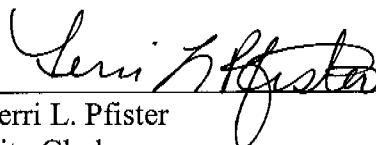
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ABSTAIN, Council members:

0

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of said City on May 29, 2007.



Terri L. Pfister
City Clerk

