

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



AGENDA FOR 12:00 P.M. MONDAY, JANUARY 26, 2026

The Spokane City Council's Finance and Administration Committee meeting will be held at **12:00 PM January 26, 2026**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2484 430 6675; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 4th Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/bkT286mc72d1ECFq5>

AGENDA

I. Call to Order

II. Discussion Items

1. Q4 2025 INVESTMENT REVIEW - CONNER THORNE (5 minutes)
2. ORDINANCE AMENDING PROVISIONS OF THE CITY'S CODE OF ETHICS - MIKE PICCOLO (5 minutes)
3. RESOLUTION APPOINTING JACOB MILLER AS THE DIRECTOR OF MANAGEMENT AND BUDGET - MATT BOSTON/ADAM MCDANIEL (5 minutes)
4. 5901 - PSAP SIP LOAN - MATT BOSTON (5 minutes)
5. ORDINANCE UPDATING DEPARTMENTAL TITLES AS A RESULT OF THE ADOPTION OF ORDINANCE C36795 - ADAM MCDANIEL (1 minutes)
6. APPOINTMENT OF STEPHEN WILLIAMS AS THE DIRECTOR OF EMERGENCY COMMUNICATIONS FOR THE SPOKANE UNITED 911 NETWORK - ADAM MCDANIEL (5 minutes)
7. SPECIAL BUDGET ORDINANCE - ANNUAL ENCUMBRANCE CARRYOVER - JACOB MILLER (5 minutes)
8. TARGET SOLUTIONS - MIKE FORBES (0 minutes)
9. ORDINANCE AMENDING CODE RELATED TO EMERGENCY PROCUREMENT - JASON NECHANICKY (0 minutes)
10. HUD UPDATES - DAWN KINDER (10 minutes)
11. RESOLUTION ADOPTING AMENDMENTS TO COUNCIL RULES OF PROCEDURE - CHRIS WRIGHT (10 minutes)
12. CHARTER REVIEW COMMISSION OVERVIEW - JACKSON DEESE (10 minutes)
13. Council/Staff Standing Reports - Council/Staff (minutes)

III. Consent Items

1. PARKING SERVICES – 1460. MOBILE PARKING PAYMENT SYSTEM(S) CONTRACT RENEWAL #2 (CODE ENFORCEMENT & PARKING SERVICES)
2. EUNA SOLUTIONS ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT (INFORMATION TECHNOLOGY)
3. DLT SOLUTIONS (INFORMATION TECHNOLOGY)

4. 5100 - PURCHASE OF 2 CHEVROLET SILVERADO EV PICKUPS FOR ENGINEERING (FLEET SERVICES)
5. 5100 - PURCHASE OF 4 CHEVROLET SILVERADO EV PICKUPS FOR SOLID WASTE COLLECTIONS (FLEET SERVICES)
6. 5100 - PURCHASE OF 2 ELECTRIC VEHICLES FOR THE FACILITIES DEPARTMENT (FLEET SERVICES)
7. WHOLESAIL NETWORK FRANCHISE ASSIGNMENT (CITY ATTORNEY)
8. AMENDMENT TO ADD FUNDS TO LOOMIS CONTRACT (FINANCE, TREASURY & ADMIN)
9. SPECIAL BUDGET ORDINANCE - PSAP SIP LOAN (FINANCE, TREASURY & ADMIN)
10. FACILITIES WASTEWATER MAIN OFFICE PROGRAM AND SPACE PLAN SERVICE (FACILITIES MANAGEMENT)

IV. Public Testimony

V. Executive Session

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

VI. Adjournment

VII. Next Meeting

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **12:00 PM. February 23, 2026.**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Information Only

Council Meeting Date:

Submitting Dept	FINANCE, TREASURY & ADMIN	Date Rec'd	1/19/2026
Contact Name/Phone	CONNER 6091	Clerk's File #	
Contact E-Mail	WTHORNE@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	Information Only - Committee	Project #	
Council Sponsor(s)	BWILKERSON PDILLON	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	Q4 2025 INVESTMENT REVIEW		

Agenda Wording

This report presents the City's investment portfolio for the quarter ending December 31, 2025.

Summary (Background)

It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. The report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head STRATTON, JESSICADivision Director STRATTON, JESSICAAccounting Manager BUSTOS, KIMLegal SCHOEDEL, ELIZABETHFor the Mayor PICCOLO, MIKE**Distribution List**

sneal@spokanecity.org wthorne@spokanecity.org

jmiller@spokanecity.org jstratton@spokanecity.org



CITY OF SPOKANE

Quarterly Investment Report

As of December 31, 2025

December 31, 2025

This report presents the City's investment portfolio for the quarter ending December 31, 2025. It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. As required, the report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

The investment objectives of the City of Spokane, as stated in the Investment Policy, are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all operating and capital spending requirements; and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated monthly to the various funds based on the respective fund's average monthly investment balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, the city is able to benefit from economies of scale, diversification, liquidity, and ease of administration.

The City retains direct control of its investments. Primarily, investments are held by the City in a safekeeping account with Bank of New York Mellon. Exceptions to this rule would include investments held by trustees related to bond financings, which are held by US Bank, and Spokane Investment Pool Loans that are held internally.

Investment Portfolio Benefits all Funds

The City's cash and investment portfolio represents money from all City funds with the exception of Employee Retirement, Police Pension, and Fire Pension funds. City funds include the General Fund, enterprise funds, internal service funds, capital projects funds, and other funds which are restricted to specific purposes.

In general, monies held by the City are either allocated by the City Council for spending or are purposefully retained in reserve. For example, the money in the capital outlay funds has been identified to provide particular capital projects for the community and there is a plan to spend down the cash balance as the projects progress. In the General Fund, a determined amount is held in reserve to meet the City's contingency reserve policy of 10% of current-year budgeted expenditures and the City's revenue stabilization policy of 3.5% of current-year budgeted revenues.

Current Cash and Investment Summary

The following is a summary of the City's cash and investments based on market value as of December 31, 2025, compared with the prior quarter:

Quarterly Investment Report

Portfolio Category	September 30, 2025	December 31, 2025	Percent of Total
Cash & Equivalents	51,218,649	49,951,460	15.64%
Fixed Income Investments	244,122,520	245,177,928	76.78%
SIP Internal Loans	29,448,470	24,193,221	7.58%
TOTAL	324,789,639	319,322,609	100.00%

There are several factors resulting in changes in cash and investment balances from month-to-month and quarter-to-quarter. Often they are the result of the receipt of revenues or a large disbursement. Some major City revenues are received on a periodic rather than a monthly basis. For example, the majority of City property taxes are received in May and November of each year. On the disbursement side, payments for bonded indebtedness or large capital projects can reduce the portfolio substantially in the quarter that they occur.

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At December 31, 2025, the market value of the portfolio was \$1,358,525 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of December 31, 2025 was 3.43%. The effective *rate of return* for the 4th quarter was 3.35%.

As of December 31, 2025, the investment portfolio was in compliance with all State laws, the City's Investment Policy and the City's investment management plan.

Summary of Activity for the Quarter and Future Liquidity

With the exception of periods impacted by the pandemic, cash receipts and disbursements are generally consistent with past trends for the quarter. The cash management program contains enough liquidity to meet at least the next three months of expected expenditures by the City, which are forecasted at \$162M.

Investment Portfolio Activities:

- **No maturities**
- **No purchases**

Report Contents and Distribution. This report includes the following five schedules on the City's portfolio as of December 31, 2025; Summary of Investment Portfolio; Summary of Investment Portfolio Liquidity; Summary of Portfolio Debt; Investment Performance versus benchmark; SIP Loan Capacity Report.

If you have any questions concerning this report, or require additional information, contact Matt Boston, Chief Financial Officer at (509) 625-6820.

DISTRIBUTION LIST

Administration

Lisa Brown – Mayor

City Council

Betsy Wilkerson – Council President
Kate Telis – Councilmember
Kitty Klitzke – Councilmember
Michael Cathcart – Councilmember
Paul Dillon – Councilmember
Sarah Dixit – Councilmember
Zack Zappone – Councilmember

Investment Oversight Committee

Matt Boston – Chief Financial Officer
Betsy Wilkerson – Councilmember
Christine Shisler – Retirement
Vacant – Community Member
Vacant – Investment Officer

CITY OF SPOKANEAs of December 31, 2025**SUMMARY OF INVESTMENT PORTFOLIO:**

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account (US Bank)	NA	NA	\$2,150,228
<u>Investments:</u>			
Local Government Investment Pool (LGIP)	15.1%	3.88%	47,801,232
Federal Agency Coupon Securities	42.7%	3.25%	135,584,600
Municipal Bond	10.5%	3.58%	33,360,726
Federal Agency Strip Bonds	11.4%	2.80%	36,176,852
Treasury Coupon Securities	12.6%	3.86%	40,055,750
SIP Loans	7.6%	4.27%	24,193,221
Total Investments	100.0%	3.48%	\$317,172,381
Total Checking Account & Investments			\$319,322,609

SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING		
	Percent of Portfolio	Par Value
Overnight	15.42%	\$49,951,460
One Day	0.00%	0
Within Three Months	7.72%	25,000,000
Three to Six Months	8.20%	26,546,930
Six Months to One Year	11.41%	36,953,372
One to Two Years	23.54%	76,252,000
Two to Three Years	15.26%	49,414,585
Three to Five Years	18.45%	59,756,334
Five to Seven Years	0.00%	0
Over Seven Years	0.00%	0
TOTAL	100.00%	\$323,874,681

CITY OF SPOKANE**SUMMARY OF PORTFOLIO DEBT:**

DEBT AGING		
	Percent of Portfolio	Principal Balance
Within 1 Year	2.35%	\$7,225,301
1-3 Years	5.53%	16,984,585
3-5 Years	3.15%	9,673,334
5-10 Years	67.01%	205,930,000
10-15 Years	0.00%	0
15-20 Years	21.97%	67,510,000
TOTAL	100.00%	\$307,323,221

CITY OF SPOKANE

As of December 31, 2025

INVESTMENT PERFORMANCE VS BENCHMARK:

BENCHMARK COMPARISON

The City of Spokane maintains certain performance objectives for its investments. The overall performance objective for the portfolio is to earn a reasonable rate of return, within the parameters of the investment policy, in tandem with meeting the liquidity needs of the City. In order to achieve this objective, the portfolio invests in high-quality money market instruments, rolling repurchase agreements, US Treasury securities, and Agency securities, while maintaining an average maturity of no longer than 3 years. The City generally invests in securities maturing in 5 years or less, except in such circumstances where the maturity of such investments coincide with an identifiable cash flow. To monitor the achievement of this objective, the City uses a comparison “Benchmark” function. Currently, the benchmark used by the City is a blend of three Bloomberg-based indices directly correlated to the allocation of liquidity for the City portfolio. Below is a summary of the quarterly results as compared to the benchmark. While the City strives to achieve this performance objective every month, the goal is assumed to be met on an annual basis.

Benchmark Comparison for the Quarter Ended 12/31/2025

	<u>Benchmark</u>	<u>12/31/2025</u>	<u>9/30/2025</u>
Average Maturity (yrs)	2.08	1.64	1.73
Average Market Yield	3.60%	3.43%	3.41%
Average Coupon	1.93%	3.14%	3.13%
Total Market Value		\$319,322,609	\$324,789,639

SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
Investment Portfolio Balance		\$319,322,609
Less: Bond Proceeds*		66,927
Less: ARPA Funds		6,346,737
Investment Portfolio Balance	100.00%	\$312,908,945
SIP Loan Capacity per Investment Policy**	20.00%	\$62,581,789
Less: Current SIP loans Issued	7.73%	\$24,193,221
Less: SIP Loans Undisbursed	2.17%	\$6,800,000
Total SIP Loans Issued and Undisbursed	9.90%	30,993,221
Net Capacity	10.10%	\$31,588,568

*Bond proceeds include unspent cash and investment balances restricted in use for Library and Parks Capital Improvements.

**SIP loan capacity increased to 20% in October 2025.



City of Spokane
Positions by Period
Outstanding and Closed Debt Service
01/01/2026 to 01/01/2026
Primary Sort Issue Group, Secondary Sort Issue Group
[*Selected Issues]

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
<u>GOB</u>									
LTGO 2015	GOB	2/11/2015	Dec/2027 - 2034	3 to 4	48,305,000.00	0.00	0.00	0.00	48,305,000.00
LTGO 2020	GOB	11/30/2020	Dec/2021 - 2026	1.38	3,725,000.00	0.00	0.00	0.00	3,725,000.00
REV 2014	GOB	12/2/2014	Dec/2015 - 2034	3 to 5	101,125,000.00	0.00	0.00	0.00	101,125,000.00
UTGO 2015	GOB	1/27/2015	Dec/2021 - 2034	3 to 5	56,500,000.00	0.00	0.00	0.00	56,500,000.00
UTGO 2017	GOB	2/16/2017	Dec/2017 - 2027	4 to 5	5,965,000.00	0.00	0.00	0.00	5,965,000.00
UTGO 2018	GOB	12/20/2018	Dec/2019 - 2041	3.125 to 5	54,610,000.00	0.00	0.00	0.00	54,610,000.00
UTGO 2018	GOB	12/20/2018	Dec/2043	3.625	12,900,000.00	0.00	0.00	0.00	12,900,000.00
	Subtotal				283,130,000.00	0.00	0.00	0.00	283,130,000.00
<u>Loans</u>									
CLID #223	Loans	11/1/2014	Nov/2026	3.15	58,974.95	0.00	0.00	0.00	58,974.95
PAF 2024 PUBLIC SAFETY	Loans	5/22/2024	Dec/2028	5.14	3,670,649.31	0.00	0.00	0.00	3,670,649.31
PAF ALKI REFUND 25	Loans	12/17/2025	Dec/2030	4.17	1,079,186.08	0.00	0.00	0.00	1,079,186.08
PAF CHAS REFI 25	Loans	12/17/2025	Dec/2030	4.17	466,041.60	0.00	0.00	0.00	466,041.60
PAF DOWNRIVER GOLF SIP LOAN 20	Loans	5/26/2021	Dec/2026	1.34	1,894,396.70	0.00	0.00	0.00	1,894,396.70
PAF EAST SPRAGUE RECON PJCT	Loans	3/30/2021	Jun/2026	1.21	1,208,280.88	0.00	0.00	0.00	1,208,280.88
PAF GARDNER REFI 25	Loans	12/17/2025	Dec/2030	4.17	698,293.32	0.00	0.00	0.00	698,293.32
PAF GOLF 2019 REFI 25	Loans	12/17/2025	Dec/2030	4.17	1,703,521.32	0.00	0.00	0.00	1,703,521.32
PAF LTGO 2016 REFI 25	Loans	12/17/2025	Jun/2026	4.25	338,648.90	0.00	0.00	0.00	338,648.90
PAF PARKING METER REPL	Loans	5/22/2024	Dec/2028	5.14	1,954,776.49	0.00	0.00	0.00	1,954,776.49
PAF PARKS ZAMBONI	Loans	10/11/2023	Jun/2028	4.47	101,026.51	0.00	0.00	0.00	101,026.51
PAF REFUNDING 2016 LTGO	Loans	5/22/2024	Dec/2028	5.14	4,565,127.83	0.00	0.00	0.00	4,565,127.83
PAF UNIV DIST REFI 25	Loans	12/17/2025	Dec/2030	4.17	2,261,792.62	0.00	0.00	0.00	2,261,792.62
PAF WEST PLAINS REFI 25	Loans	12/17/2025	Dec/2030	4.17	373,280.62	0.00	0.00	0.00	373,280.62
PAF WTE EQUIPMENT	Loans	2/22/2024	Dec/2028	4.3	728,005.04	0.00	0.00	0.00	728,005.04
SOLID WASTE TRUCKS	Loans	12/23/2024	Dec/2029	4.58	3,091,218.40	0.00	0.00	0.00	3,091,218.40



City of Spokane
Positions by Period
Outstanding and Closed Debt Service
01/01/2026 to 01/01/2026
Primary Sort Issue Group, Secondary Sort Issue Group
[*Selected Issues]

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
	Subtotal				24,193,220.57	0.00	0.00	0.00	24,193,220.57
	Grand Total				307,323,220.57	0.00	0.00	0.00	307,323,220.57

[Selected Issues]

Issue Group	Issue	Issue Group	Issue
Loans	CLID #222	Loans	CLID #221
Loans	PAF LIBRARY REFUNDED	Loans	PAF RIVERFRONT PARK REFUNDED
Loans	PAF FLEET REFUNDED	Loans	PAF ENGINEERING VEHICLES REFUN
Loans	PAF GOLF SIP LOAN 2018 REFUNDE	Loans	PAF STRATEGIC INVESTMENT REFUN
Loans	PAF MAPLE GATEWAY REFUNDED	Loans	CLID #223
Loans	CLID #224A	Loans	CLID #219
Loans	PAF ENGINEERING RELOCATION	Loans	PAF PUBLIC SAFETY 2020
Loans	PAF PUBLIC SAFETY 2014 REFUNDE	Loans	PAF PUBLIC SAFETY 2015 REFUNDE
Loans	PAF PUBLIC SAFETY 2016 REFUNDE	Loans	PAF PUBLIC SAFETY 2017 REFUNDE
Loans	PAF PUBLIC SAFETY 2018 REFUNDE	Loans	PAF PUBLIC SAFETY 2019 REFUNDE
Loans	PAF DOWNRIVER GOLF SIP LOAN 20	Loans	PAF EAST SPRAGUE RECON PJCT
Loans	PAF PARKING METERS	Loans	PAF PARKS ZAMBONI
Loans	PAF WTE EQUIPMENT	Loans	PAF PARKING METER REPL
Loans	PAF 2024 PUBLIC SAFETY	Loans	PAF REFUNDING 2016 LTGO
Loans	SOLID WASTE TRUCKS	Loans	PAF GARDNER REFI 25
Loans	PAF ALKI REFUND 25	Loans	PAF UNIV DIST REFI 25
Loans	PAF WEST PLAINS REFI 25	Loans	PAF LTGO 2016 REFI 25
Loans	PAF GOLF 2019 REFI 25	Loans	PAF CHAS REFI 25
GOB	LTGO 2015	GOB	UTGO 2015
GOB	UTGO 2017	GOB	REV 2014
GOB	UTGO 2018	GOB	LTGO 2020
GOB	LTGO 2016		

City of Spokane

Investment Report

Q4 2025

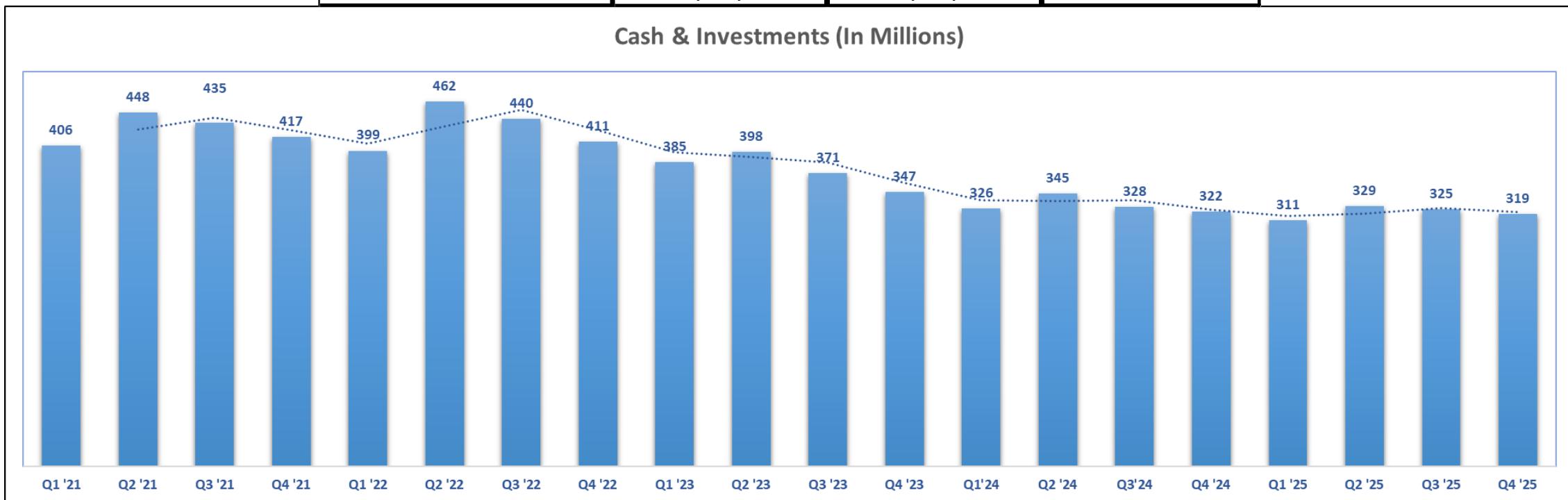


Topics

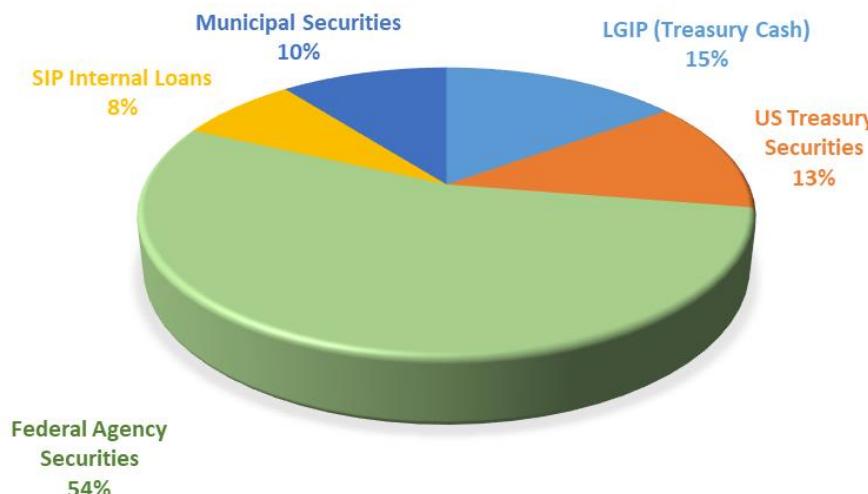
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance

Current Cash & Investment Balances

Portfolio Category	September 30, 2025	December 31, 2025	Percent of Total
Cash & Equivalents	51,218,649	49,951,460	15.64%
Fixed Income Investments	244,122,520	245,177,928	76.78%
SIP Internal Loans	29,448,470	24,193,221	7.58%
TOTAL	324,789,639	319,322,609	100.00%



Portfolio Composition (*positions*)



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	22%	40%	Complies
Federal Home Loan Bank	18%	40%	Complies
LGIP (Treasury Cash)	15%	100%	Complies
Federal Farm Credit Bank	14%	40%	Complies
US Treasury Securities	12%	100%	Complies
Municipal Securities	11%	10%	*Out of Compliance
SIP Internal Loans	8%	20%	Complies

*Muni securities slightly above 10% threshold due to allocation updates as maturities have come in. No new muni purchases since 2022.

Portfolio Composition (*maturities & purchases*)

Maturities

Investment roll-off via security reaching maturity & principal returned to portfolio

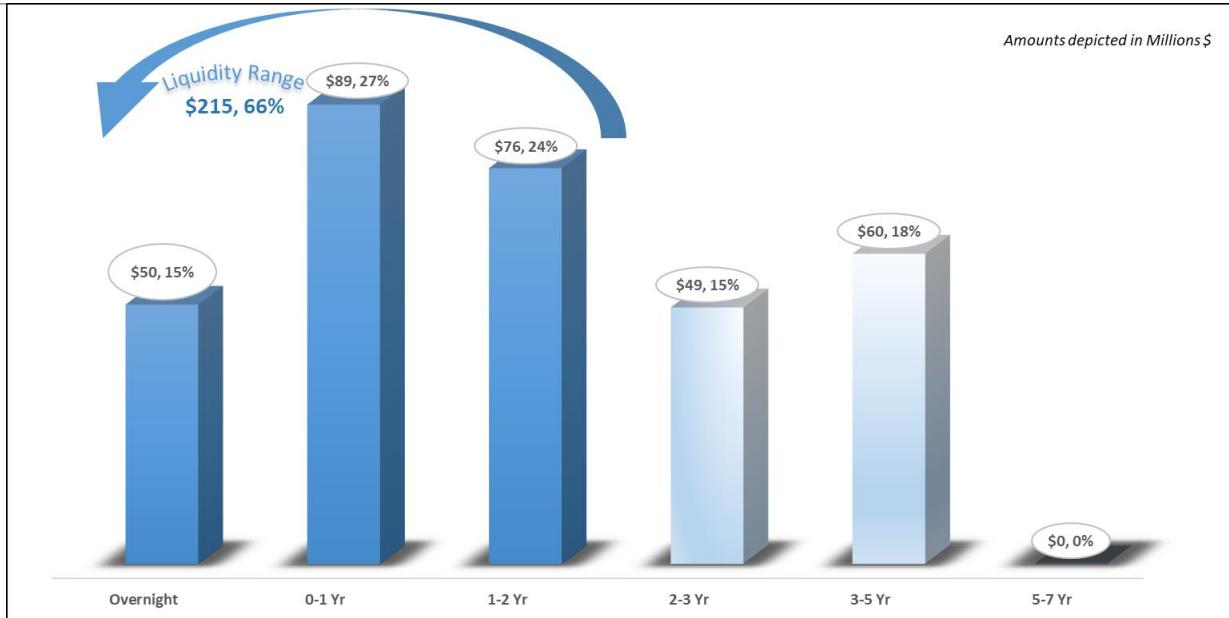
- No Maturities

Purchases

New Investments added to portfolio via market purchasing activity.

- No Purchases

Portfolio Composition (*liquidity*)



Security Issuer	MATURITY-BASED CASH FLOWS												
	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26	Nov '26	Dec '26	Total
FHLB	-	-	10,000,000	-	-	-	-	-	-	-	-	-	10,000,000
FNMA	-	-	-	25,000,000	-	-	-	-	5,000,000	-	-	-	30,000,000
FFCB	-	5,000,000	-	-	-	-	-	15,000,000	-	-	-	-	20,000,000
US Treasury	10,000,000	-	-	-	-	-	-	-	5,000,000	10,000,000	-	-	25,000,000
Interest Income	406,250	678,531	775,000	406,250	332,288	868,750	212,500	663,781	559,375	140,625	334,145	868,750	6,246,245
Monthly CF	<u>10,406,250</u>	<u>5,678,531</u>	<u>10,775,000</u>	<u>25,406,250</u>	<u>332,288</u>	<u>868,750</u>	<u>212,500</u>	<u>15,663,781</u>	<u>5,559,375</u>	<u>5,140,625</u>	<u>10,334,145</u>	<u>868,750</u>	
Total 12-month Forward: Portfolio Cash Flows												<u>91,246,245</u>	

Portfolio Performance

Unrealized Gains/Losses

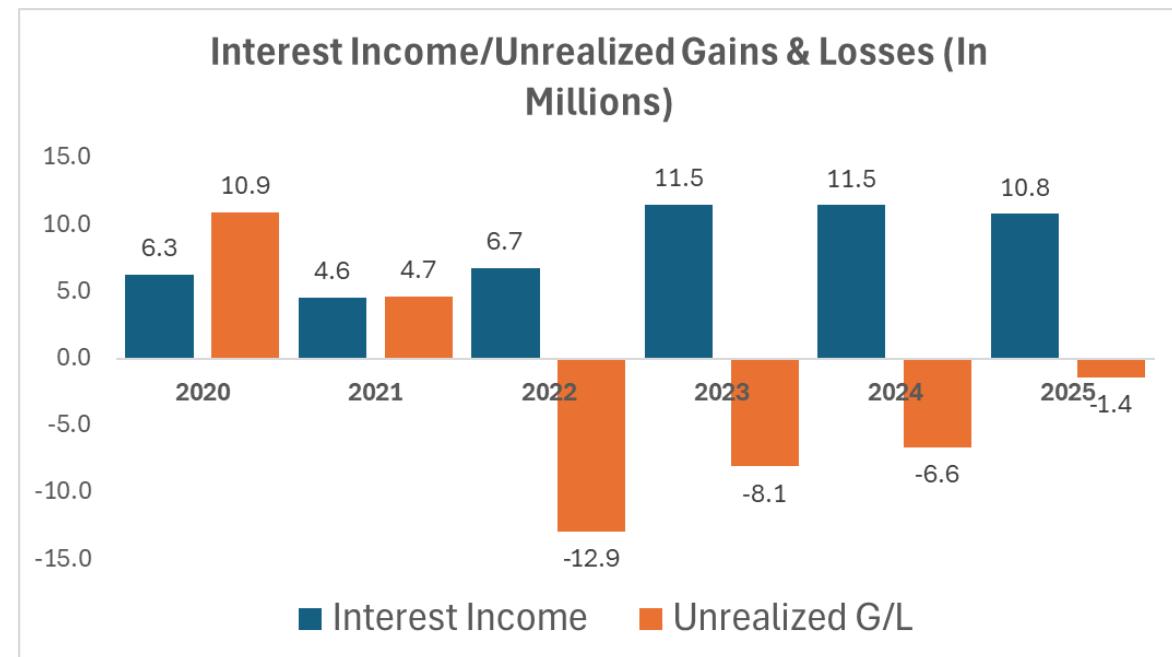
Impact of market-based interest rates on the value of the portfolio.

- \$1.4 Million (loss)
- *Per GASB Reporting Statement 31*

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$10.8 Million Year-to-Date



Portfolio vs S&P Portfolio Index Benchmark

Portfolio Maturity	Average maturity (in years) for investments in the portfolio.
--------------------	---

- 1.64 Years

Portfolio Duration	Average duration (in years) for investments in portfolio.
--------------------	---

- 1.54 Years

Portfolio Coupon	Average coupon rate for investments in portfolio.
------------------	---

- 3.14%

Portfolio Yield (YTM)	Weighted Average return if investments held to maturity.
-----------------------	--

- 3.43%

Benchmark Maturity	Average maturity (in years) for Index.
--------------------	--

- 2.08 Years

Benchmark Duration	Average duration (in years) for Index.
--------------------	--

- 1.91 Years

Benchmark Coupon	Average coupon rate for investments in Index.
------------------	---

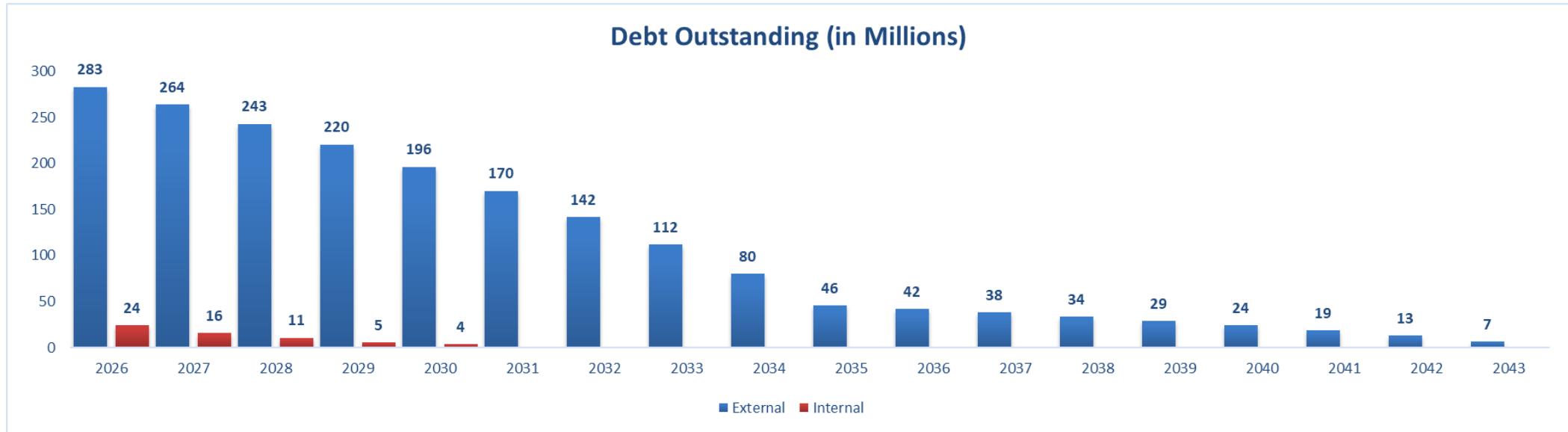
- 1.93%

Benchmark Yield (YTM)	Weighted Average return for Index..
-----------------------	-------------------------------------

- 3.60%

*The benchmark pulls in the 3-12 month treasury rate, which is 0% coupon and pulls down the weighted average. Pulling that out, the average benchmark coupon is about 3.30%.

Portfolio Composition (*Debt*)



Questions?



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/23/2026

Date Rec'd

1/20/2026

Clerk's File #

ORD C36838

Cross Ref #

Project #

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

MIKE PICCOLO 6237

Requisition #

Contact E-Mail

MPICCOLO@SPOKANE CITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

ORDINANCE AMENDING PROVISIONS OF THE CITY'S CODE OF ETHICS

Agenda Wording

An ordinance amending provisions of the City's Code of Ethics; amending sections 01.04B.050, 1.04B.070, 1.04B.150 and 1.04B.170 of the Spokane Municipal Code.

Summary (Background)

The City's Code of Ethics serves as the framework for establishing the rules of ethical conduct while setting forth a process to ensure that elected officials, City officers and employees are compliant with these rules, and that complaints about unethical conduct are appropriately addressed. The City Council first adopted a Code of Ethics and created an Ethics Commission when it formally enacted a new chapter 1.04 to title 1 of the Spokane Municipal Code in 2006 under Ordinance 33785, creating a process for complaints against elected or appointed officials to be sent to the Ethics Commission for investigation and resolution. In 2024 the City Council adopted Ordinance C36532, recodifying the Code of ethics in Chapter 1.04B of the Spokane Municipal Code and making substantive changes to the investigative process. The City Council finds that additional changes are necessary to ensure that publication of complaints occurs only after initial review, to avoid duplicative adjudication of the same allegations by the state's Public Disclosure Commission, and for an investigation to commence should the Ethics Commission discuss and vote to move a complaint to that stage.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The City of Spokane's Code of Ethics is supplemental to state law, including, but not limited to, chapter 42.20 RCW – Misconduct of Public Officers, chapter 42.23 RCW – Code of Ethics for Municipal Officers – Contract Interests, and chapter 42.36 RCW – Appearance of Fairness Doctrine.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head PICCOLO, MIKEDivision DirectorAccounting Manager BUSTOS, KIMLegal SCHOEDEL, ELIZABETHFor the Mayor PICCOLO, MIKE**Distribution List**

ORDINANCE NO. C36838

An ordinance amending provisions of the City's Code of Ethics; amending sections 01.04B.050, 1.04B.070, 1.04B.150 and 1.04B.170 of the Spokane Municipal Code.

WHEREAS, the City's Code of Ethics serves as the framework for establishing the rules of ethical conduct while setting forth a process to ensure that elected officials, City officers and employees are compliant with these rules, and that complaints about unethical conduct are appropriately addressed; and

WHEREAS, the City Council first adopted a Code of Ethics and created an Ethics Commission when it formally enacted a new chapter 1.04 to title 1 of the Spokane Municipal Code in 2006 under Ordinance 33785, creating a process for complaints against elected or appointed officials to be sent to the Ethics Commission for investigation and resolution; and

WHEREAS, revisions to the Code of Ethics were made under Ordinance C33911 in 2006 and Ordinance C35148 in 2014; and

WHEREAS, in 2024 the City Council adopted Ordinance C36532, recodifying the Code of ethics in Chapter 1.04B of the Spokane Municipal Code and making substantive changes to the investigative process; and

WHEREAS, the City Council finds that additional changes are necessary to ensure that publication of complaints occurs only after initial review, to avoid duplicative adjudication of the same allegations by the state's Public Disclosure Commission, and for an investigation to commence should the Ethics Commission discuss and vote to move a complaint to that stage;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 01.04B.050 of the Spokane Municipal Code is amended to read as follows:

Section 01.04B.050 Ethics Violations – Prohibited Conduct

The following shall constitute a violation of this Code of Ethics:

A. General Prohibition Against Conflicts of Interest.

In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current City officer or employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be

seen as conflicting with the City officer or employee's proper discharge of his or her official duties, the conduct of official City business or as adverse to the interests of the City. Performance of a legally required duty by a City officer or employee shall not be considered a violation of the Code of Ethics.

1. Any employee who becomes aware that he or she might have a potential conflict of interest that arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of the potential conflict. Elected officials shall report potential conflicts of interest to the City Attorney.
2. Upon receipt of such a notification, the supervisor or appointing authority shall take action to resolve the potential conflict of interest within a reasonable time, which may include, but is not limited to, designating an alternative employee to perform the duty that is involved in the potential conflict. The supervisor or appointing authority shall document the disposition of the potential conflict in writing in files maintained by the appointing authority. The supervisor or appointing authority may request an advisory opinion from the Ethics Commission before addressing and resolving of the potential conflict.
3. Upon receipt of such a notification from an elected official, the City Attorney shall recommend action to resolve the potential conflict of interest, which may include a request for an advisory opinion from the Ethics Commission.

B. Personal Interests in Contracts Prohibited.

No City officer or employee shall participate in his or her capacity as a City officer or employee in the making of a contract in which he or she has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Provided, this prohibition shall not apply where the City officer or employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the City officer(s) having the remote interest as defined below.

C. Remote Interest.

For purposes of this section, a "remote interest" means:

1. that of a non-salaried non-compensated officer of a nonprofit corporation;

2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company, or other entity which is a contracting party.

D. Personal Influence in Contract Selection Prohibited.

No City officer or employee shall influence the City's selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the City officer or employee has a personal interest in or with the corporation, person or firm, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, as defined in the preceding section. Provided, however, that no City officer or employee may receive anything of value from the City as a result of any contract to which the City shall be a party except for the City officer or employee's salary or lawful compensation.

E. Representation of Private Person at City Proceeding Prohibited.

No City officer or employee shall appear on behalf of a private person, other than himself/herself or a family member or household member, as defined in this chapter, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City. Representation of a private person pursuant to a legally required duty by a City officer or employee is permitted and shall not be considered a violation of the Code of Ethics.

F. Certain Private Employment Prohibited.

No City officer or employee shall engage in or accept private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

G. Personal Interest in Legislation Prohibited.

No City officer or employee may benefit either directly or indirectly from any legislation or contract to which the City shall be a party except for the lawful compensation or salary of the City officer or employee, unless such interest is a remote interest where the facts and extent of such interest is disclosed. City council members' participation in the enactment

of legislation shall be governed by chapter 42.23 RCW – The Code of Ethics for Municipal Officers and chapter 42.36 RCW – The Appearance of Fairness Doctrine. City council members shall not be prohibited from participating in the adoption of legislation when the council member has only a remote interest in the legislation, which has been disclosed, and the legislation is applicable to the general public and not unique to the council member.

H. Continuing Financial Interest.

Where a City officer, employee, or family member of a City officer or employee, has a substantial ongoing financial relationship with a corporation, firm, or person seeking a contract, or proposing to do business with the City, such City officer or employee shall not:

1. Influence or participate in the City's contract selection of or conduct business with such corporation, firm, or person; nor
2. Influence or participate in the City's contract selection of, or conduct business with, a corporation, firm, or party competing against a party that a City officer or employee has such a substantial ongoing financial relationship.
3. For purpose of this section, a substantial ongoing financial relationship is defined as: expanding beyond just a formal contractual relationship. Rather it encompasses any financial interest, direct or indirect, where a City officer, employee, or family member of a City officer or employee is involved in a client-service relationship in which:
 - a. the City officer, employee, or family member of a City officer or employee, receives a substantial portion of his or her revenue or like compensation through such relationship, whether received through his or her corporation, firm, or as an individual; or
 - b. such client-service relationship is likely to continue to provide considerable potential business or has provided substantial business in the past. This does not include prior financial relationships that are so far removed in time or rare in frequency as to be insignificant.
4. Corporations, firms, or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy.

I. Disclosure of Confidential Information

1. Disclosure of Confidential Information

No City officer or employee shall, except as required or reasonably believed to be required for the performance of his/her duties, disclose confidential information gained by reason of his/her official position or use such information for his/her own personal interest. "Confidential information" is all information, whether transmitted orally or in writing, that the employee has been informed, is aware, or has reason to believe is intended to be used only for city purposes, is not intended for public disclosure, or is otherwise of such a nature that it is not, at the time, a matter of public record or public knowledge.

2. Confidential information includes, but is not limited to, personal information regarding City officials and employees; private financial and other personal information provided by city taxpayers, license holders, contractors, and customers; intelligence and investigative information, including the identity of persons filing complaints; formulas, designs, drawings, and research data obtained or produced by the city and preliminary, non-final assessments, opinions, and recommendations concerning city policies and actions. Any public official who is uncertain as to whether certain information is confidential should consult the City Attorney. An employee who is uncertain as to whether certain information is confidential should consult their immediate supervisor or department head.

J. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity.

City employees shall not, directly or indirectly, solicit any gift or give or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, under the following circumstances:

1. It could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or
2. The gift was intended to serve as a reward for any official action on their part. Public officials and city employees may accept de minimis gifts such as, but not limited to, calendars, coffee mugs, flowers, candy, cookies/snacks and other similar items that are given as a customary business practice and have no material significance to the recipient, with such gifts from any one source not to exceed one hundred dollars in value in any twelve-month period. City employees should report any gift to their immediate supervisor. This section shall not apply to gifts made to the city. All such gifts shall be given to the mayor for official disposition. This prohibition shall not apply to those items which are excluded from the definition of gift in ((SMC 1.04A.020)) in this chapter.

K. Fair and Equitable Treatment.

1. No City officer or employee shall knowingly use his or her office or position to secure personal benefit, gain, or profit, or use position to secure special privileges or exceptions for himself/herself or for the benefit, gain or profits of any other persons.
2. No City officer or employee shall employ or use the employment of any person under the City officer's or employee's official control or direction for the personal benefit, gain or profit of the City officer or employee or another beyond that which is available to every other person.
3. No City officer or employee shall use City-owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business (not personal use), and for such purposes and under such conditions as can be reasonably expected to be approved by City policies.
4. Except as authorized by law and in the course of his or her official duties, no City officer or employee shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such City employee or any other person with any compensation, gift, or other thing of value directly or indirectly.
5. City Officers and employees are encouraged to participate in the political process on their own time and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition, but shall not use or authorize the use of City facilities or resources for such purposes except as authorized by the provisions of RCW 42.17A.555. A complaint filed with the Washington State Public Disclosure Commission regarding the same allegation shall take precedent over a complaint filed with the Ethics Commission and shall render the Ethics Code complaint moot.

L. False and Frivolous complaints prohibited.

No person subject to the Code of Ethics shall knowingly file a false complaint or report of a violation of this Code of Ethics. A person who files a complaint with a good faith belief that a violation of the Code of Ethics has occurred shall be protected by the City's Whistleblower Protection policy as set forth in SMC ((1.04A.180)) Chapter 01.04C.

M. Aiding others prohibited.

No City officer or employee may knowingly aid or assist any City officer or employee in the violation of any provision of this Code of Ethics.

N. Commission of Acts of Moral Turpitude or Dishonesty Prohibited.

No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City. Conviction of a felony or a misdemeanor involving moral turpitude or dishonesty, the nature of which demonstrates lack of fitness for the position held, shall be considered conclusive evidence of a violation of this Code of Ethics. Demonstrated acts of moral turpitude or dishonesty are not limited to felony or misdemeanor criminal convictions.

O. Prohibited Conduct After Leaving City Service.

1. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City officer or employee shall disclose or use any privileged, confidential, or proprietary information gained because of his or her City employment.

2. Participation in City Matters Prohibited.

No former City officer or employee shall, within a period of one year after leaving City office or employment:

- a. participate in matters involving the City if, while in the course of employment with the City, the former City officer or employee was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter;
- b. represent any person as an advocate in any matter in which the former City officer or employee was involved while a City officer or employee; or
- c. participate as or with a bidder, vendor, or consultant in any competitive selection process for a City contract in which he or she assisted the City in determining the project, or work to be done, or the process to be used.

3. Duty to Inform.

Whenever a City officer or employee wishes to contract with a former City officer or employee for expert or consultant services within one year of the latter's leaving City service, advance notice shall be given to and approval received from the Ethics

Commission. Said approval shall be in written form and copied to the mayor at the same time that it is given to the individual making the request.

4. Exceptions.

- a. The prohibitions of subsections (2)(a) and (2)(b) of this section shall not apply to a former City officer or employee acting on behalf of a governmental agency if the Ethics Commission has determined that the service to the agency is not adverse to the interest of the City.
- b. Nothing in this chapter shall prohibit an official elected to serve a governmental entity other than the City of Spokane from carrying out their official duties for that government entity.

5. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy. If a firm or person doing business with the City assists an employee in violating the provisions of the Code, the firm or business may be disbarred, excluded from contracting with the City for 5 years.

P. Failure to Produce Public Records

No City officer or employee shall willfully and without just cause delay or fail to produce any city records in his or her possession or control in response to a public records request filed with the city pursuant to Chapter 42.56 RCW.

1. A "city record" is a "public record" as defined by RCW 42.56.010(3).
2. "Just cause" to delay or fail to produce means:
 - a. A reasonable belief that production of the record is exempt from public disclosure pursuant to Chapter 42.56 RCW or other statute which exempts or prohibits disclosure of specific information or records; and/or
 - b. The city record is subject to legal review to determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW; and/or
 - c. The requester has been notified in writing that additional time is required to produce the city record and/or determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW.

Section 2. That Section 01.04B.070 of the Spokane Municipal Code is amended to read as follows:

Section 01.04B.070 Duties and Powers

- A. It is the duty of the Ethics Commission to serve as a tribunal for the adjudication of complaints whenever someone has alleged a violation of this chapter. For this purpose, the Commission has a duty to consider all evidence in determining whether such a violation occurred and in setting an appropriate penalty.
- B. The Ethics Commission is authorized to compel the attendance of witnesses, administer oaths, take the testimony of a person under oath, and in connection therewith, to require the production for examination of any books or papers relating to any matter before the Commission. For witnesses who refuse to attend and give testimony at a hearing, the Ethics Commission may petition the superior court for a subpoena requiring the person to appear and to produce evidence if so ordered, or to give testimony concerning the matter before the Commission. Failure to obey such order of the court may be punished by the court as contempt.
- C. The Ethics Commission is authorized to establish operating policies, procedures, forms, and rules consistent with this chapter, subject to the approval of the City Council. The Ethics Commission shall review its policies and procedure annually and shall make modifications as necessary. The Commission shall maintain a manual of such policies and procedures which shall be posted and maintained as part of the City's website.
- D. The Ethics Commission may, when circumstances make it necessary to do so, retain outside legal counsel and other experts, as needed, after solicitation of recommendations from the City Attorney (unless the need to retain outside counsel is caused by a conflict involving the City Attorney's Office).
- E. The Ethics Commission may make recommendations to the City Council for amendments to this chapter and for such other legislation affecting the subject matter of this chapter as the Ethics Commission may deem necessary or desirable.
- F. The Ethics Commission shall develop educational programs which inform agencies, public officials and city officers and employees about City, state and federal ethics laws, and the importance of ethics to the public's confidence in municipal government.
- G. The Commission shall post all advisory opinions, preliminary review of complaints by the City Attorney pursuant to SMC 1.04B.150, investigative reports pursuant to

SMC 1.04B.160 and concluded adjudicative materials of the Commission~~((,))~~ including, but not limited to ~~((the advisory opinions, the initial review by the City Attorney, pleadings and party submissions, ((investigative reports,)) and decisions of the Commission, on the City's website within thirty days of receipt of opinions, preliminary reviews, investigative reports or concluded adjudicative material ((issuance of the material)))~~. Upon the recommendation of the City Attorney, the Commission may redact or withhold from publication any record deemed to be legally protected from disclosure under RCW 42.56 or other applicable federal, state or local law.

Section 3. That Section 01.04B.150 of the Spokane Municipal Code is amended to read as follows:

Section 01.04B.150 Preliminary Review of Ethics Complaint

A. Preliminary Review of Complaint

Upon receipt of a complaint, the City Attorney's Office shall conduct a preliminary review to determine whether the allegations, if proven, establish a violation of the City's Code of Ethics.

1. If, upon preliminary review of the complaint, the City Attorney finds that the respondent is not subject to the Code of Ethics, the City Attorney shall within five business days provide the Ethics Commission with written notification of this finding along with a recommendation that the Commission Chair summarily dismiss the complaint pursuant to SMC 01.04B.200 (A). The complainant shall also be provided notification of this finding and recommendation. The complainant may appeal the summary dismissal of the complaint by filing an appeal with the City Clerk's Office within ten days of the date of the Chair's decision. In the event of an appeal, the Chair shall not participate in the Commission's deliberation or decision. The appeal will be determined by the remaining members of the Commission. A determination by the Commission to affirm the decision of the Chair shall be final with no further appeal rights.
2. If, upon preliminary review of the complaint, the City Attorney finds that the complaint contains an allegation which, even if true, would not constitute prohibited conduct in violation of the Code of Ethics, the City Attorney shall within five business days provide written notification to Ethics Commission of his or her opinion and recommendation that complaint be dismissed pursuant to SMC 01.04B.200 (B), and shall provide the Commission with a proposed order of dismissal. The complainant shall also be provided notification of this opinion. A decision of the Ethics Commission to dismiss a complaint based upon the recommendation of the City Attorney pursuant to this subsection may be appealed

by the complainant to the Hearing Examiner by filing an appeal with the Hearing Examiner's Office within ten days of the date of the Ethics Commission's decision. The only matter before the Hearing Examiner on appeal is whether the complainant has set forth allegations, that if true, would constitute prohibited conduct in violation of the Code of Ethics.

3. If, upon preliminary review of the complaint, the City Attorney determines that the complaint alleges facts that, if proven, may establish an ethics violation ((,)) or if the Ethics Commission after discussion of the preliminary review votes to have an independent investigation, the complaint shall be referred by the City Attorney to an independent investigator to commence an investigation for purposes of determining whether there is reasonable cause to believe that a violation of the Code of Ethics has occurred.

Section 4. That Section 01.04B.170 of the Spokane Municipal Code is amended to read as follows

Section 01.04B.170 Post-Investigation Procedures

- A. If the investigator finds that the evidence fails to establish that the subject of the complaint has committed prohibited conduct, the independent investigator shall prepare an investigative report with a recommendation of that the complaint be dismissed.
 1. Whenever an investigator makes a recommendation of dismissal, the investigative report and copies of all documents relating to the investigation shall be forwarded to the Ethics Commission for a final decision on dismissal. Copies of the investigative report and all documents related to the investigation shall be served upon the complainant and the subject of the complaint.
 2. Upon receipt of an investigator's investigative report and a recommendation of dismissal, the Ethics Commission ((may)) shall enter an order of dismissal, copies of which shall be served on the complainant and on the subject of the complaint. Such order shall be entered within ten business days.
- B. If, after investigation, the independent investigator determines that there is reasonable cause to believe the subject of the complaint has committed prohibited conduct in violation of the Code of Ethics, he or she shall prepare an investigative report detailing the evidence and stating the basis for his or her determination. The investigative report and copies of all documents relating to the investigation shall be forwarded to the Ethics Commission with a recommendation that a hearing be

held. Copies of the investigative report and all documents related to the investigation shall be served upon the complainant and the subject of the complaint.

C. Response by Subject of Complaint

1. If the subject of the complaint accepts the findings of the investigative report, he or she may stipulate to the violation by submitting a letter to the Ethics Commission within ten business days indicating his or her agreement with the findings. In such instance, the matter will proceed to a hearing before the Ethics Commission for adoption of the stipulation and imposition of a penalty.
2. The subject of the complaint may contest the findings of the investigative report by submitting a letter within ten business days to the Ethics Commission indicating his or her disagreement with the findings and requesting that a hearing be held to formally contest the findings.
3. If the subject of the complaint contests the findings detailed within the investigative report or otherwise fails to respond within ten business days to the findings of the investigative report, the matter shall proceed to a contested hearing before the Ethics Commission.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/23/2026

Date Rec'd

1/14/2026

Clerk's File #

Cross Ref #

Project #

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

MATT 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANE CITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

RESOLUTION APPOINTING JACOB MILLER AS THE DIRECTOR OF

Agenda Wording

A resolution approving the appointment of Jacob Miller as the Director of Management and Budget for the City of Spokane.

Summary (Background)

This resolution approves the appointment of Jacob Miller as the Director of Management and Budget for the City of Spokane.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head SCOTT, ALEXANDERDivision DirectorAccounting ManagerLegal SCHOEDEL, ELIZABETHFor the Mayor**Distribution List**

mboston@spokanecity.org aadam@spokanecity.org

RESOLUTION 2026 – 0007

A resolution approving the appointment of Jacob Miller as the Director of Management and Budget for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Jacob Miller as the Director of Management and Budget for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Jacob Miller as the Director of Management and Budget for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/23/2026

Date Rec'd

1/19/2026

Clerk's File #

RES 2026-0006

Cross Ref #

ORD C36840

Project #

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANE CITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

5901 - PSAP SIP LOAN

Agenda Wording

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$6,000,000.

Summary (Background)

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$6,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for Emergency Communications Services improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

What impacts would the proposal have on historically excluded communities?

N/A - funding for PSAP transition

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A - funding for PSAP transition

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A - funding for PSAP transition

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A - funding for PSAP transition

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 6,000,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

SIP Loan of \$6,000,000 for PSAP to finance capital needs for Emergency Communications Services improvements, equipment, and apparatus

Amount**Budget Account**

Revenue	\$ 6,000,000	# 5901-79226-99999-38271-84135
Select	\$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Select
----------------------------	--------

Is this funding source sustainable for future years, months, etc?

The debt funding source should not be considered sustainable.

Expense Occurrence	One-Time
---------------------------	----------

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

This loan will purchase capital once.

Approvals**Additional Approvals**

<u>Dept Head</u>	STRATTON, JESSICA	
------------------	-------------------	--

<u>Division Director</u>	STRATTON, JESSICA	
--------------------------	-------------------	--

<u>Accounting Manager</u>		
---------------------------	--	--

<u>Legal</u>	SCHOEDEL, ELIZABETH	
--------------	---------------------	--

<u>For the Mayor</u>		
----------------------	--	--

Distribution List

sneal@spokanecity.org	jstratton@spokanecity.org
-----------------------	---------------------------

mboston@spokanecity.org	kbustos@spokanecity.org
-------------------------	-------------------------

cbaird@spokanecity.org	
------------------------	--

CITY OF SPOKANE, WASHINGTON

**EMERGENCY COMMUNICATIONS SERVICES IMPROVEMENTS, EQUIPMENT,
AND APPARATUS**

**LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)**

RESOLUTION NO. 2026-0006

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$6,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for Emergency Communications Services improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED FEBRUARY [23], 2026

PREPARED BY:

**KUTAK ROCK LLP
Spokane, Washington**

CITY OF SPOKANE, WASHINGTON

**EMERGENCY COMMUNICATIONS SERVICES IMPROVEMENTS, EQUIPMENT,
AND APPARATUS**
LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)
RESOLUTION NO. 2026-[__]

TABLE OF CONTENTS*

Section 1.	Definitions	2
Section 2.	Rules of Interpretation	4
Section 3.	Plan of Capital Acquisitions	4
Section 4.	Authorization and Description of Bonds and Term Bonds.	4
Section 5.	Sale Of Bonds; Issuance Of Term Bonds	5
Section 6.	Application of Bond Proceeds; Draws	6
Section 7.	Pledge of Funds and Credit.....	6
Section 8.	Registration and Payments	6
Section 9.	Execution and Authentication of Bonds and Term Bonds	7
Section 10.	Form of Bond.....	7
Section 11.	Ongoing Disclosure	10
Section 12.	Prior Acts	10
Section 13.	Severability	10
Section 14.	Effective Date	10

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

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2026 -0006

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$6,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for Emergency Communications Services improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, the City of Spokane (the “**City**”), Spokane County, and Spokane Regional Emergency Communications (“**SREC**”) have collectively approved an interlocal agreement* to safely transition certain emergency communications services to the City over a two-year phased transition period commencing as of January 2026; and

WHEREAS, over the two-year transition period, the City will become responsible for all call-taking and dispatch services for the Spokane Fire Department, Spokane Police Department, and Crime Check calls and report writing within City limits; and

WHEREAS, as responsibilities shift to the City, certain SREC funding, including a portion of certain revenues from a 911 excise tax, a sales tax and user fees (“**SREC Funding**”) will be transitioned to the City as more specifically set forth in the interlocal agreement*; and

WHEREAS, to facilitate the transition of emergency communication services, the City has identified certain improvements, equipment, and apparatus that are necessary to help provide a safe and uninterrupted transition of such services from SREC to the City; and

WHEREAS, the City does not presently have funds on hand in an amount necessary to fund such emergency communication services improvements, equipment, and apparatus, and the City Council of the City (the “**City Council**”) desires to support a capital funding methodology to provide a long-term, sustainable source of funding to make such purchases; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of emergency communications services improvements, equipment, and apparatus; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City

* See City Clerk’s File No. OPR 2025-0877

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 City now desires to authorize the issuance of a series of one or more limited tax general obligation bonds of the City to the Spokane Investment Pool (the “**SIP**”) to be designated the “City of Spokane, Washington, Emergency Communications Services Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable)” in an aggregate principal amount of not to exceed \$6,000,000 (the “**Bonds**”) to be used to finance the purchase of emergency communications services improvements, equipment, and apparatus and to pay the costs of issuance of the Bonds; and

WHEREAS, the City intends to repay the Bonds with legally available funds, including certain SREC Funding as it becomes available to the City;

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 Bonds 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 and all Draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Projects.

Bond means the City of Spokane, Washington, Emergency Communications Services Improvements, Equipment, and Apparatus, Limited Tax General Obligation Bonds, Series [YEAR] (Taxable), issued pursuant to this Resolution in the aggregate principal amount of not to exceed \$6,000,000.

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 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.

Draw or Draws means incremental draws on the Bonds as requested by the City.

Draw Period means the period during which the City may draw on the principal loan amount established hereunder, beginning on the date of issuance of the Bonds and ending two and one-half (2.5) years later.

Loan Draw Record means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bonds made by the City.

Maturity Date means a date established by SIP upon purchase of each Term Bond, in conformance with the semi-annual payment dates for each Term Bond, provided, such date shall not exceed the date that is five years from the date of issuance of each Term Bond.

Mayor means the Mayor of the City.

Outstanding Principal Balance of the Bonds means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bonds to that day, less the aggregate of all principal payments on the Bonds made by the City on or before that day.

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

Projects means the plan for the acquisition of emergency communications services improvements, equipment, and apparatus as specified and adopted in Section 3 of this Resolution.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bonds.

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 Draw is made, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Term Bond means any borrowing outstanding on the multiple draw loan established hereunder that the City converts to a fixed rate term loan pursuant to the provisions of Section 5 of this Resolution.

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

SECTION 2. 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 3. PLAN OF CAPITAL ACQUISITIONS.

The City has identified certain capital needs for emergency communication services improvements, equipment, and apparatus, including improvements necessary to establish the City's 911 call center; investments in applications and systems for computer aided call taking and dispatching of public safety resources; and technical infrastructure and physical upgrades to support and secure the 911-related systems and operations, including network design, radio consoles, building improvements and fiber connections – all of which are necessary to safely transition certain emergency communications services from SREC to the City over a two-year phased transition period (the "**Projects**"). The City hereby approves such Projects. The Projects will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, City Council or their designees from time to time. The City intends to repay the costs of such Projects, initially financed with the Bonds, with legally available funds, including certain SREC Funding as it becomes available to the City.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BONDS AND TERM BONDS.

To finance costs of the Projects, the City shall issue a series of Limited Tax General Obligation ("LTGO") bonds of the City to the SIP in the aggregate principal amount of not to exceed \$6,000,000 (the "**Bonds**") to establish an interfund loan facility with the SIP of not to exceed \$6,000,000; provided that the principal amount due and owing thereunder shall be

measured by the total Draws made, as evidenced by the Loan Draw Record attached to the Bonds. The Term Bonds shall be designated the “City of Spokane Emergency Communication Services Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable).”

The Term Bonds shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, 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.

Each Term Bond shall bear interest at the applicable SIP Internal Lending Rate. Interest on each Term Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Each Term Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the applicable Maturity Date.

SECTION 5. SALE OF BONDS; ISSUANCE OF TERM BONDS.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bonds and Term Bonds and to establish and secure 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 for the benefit of the SIP.

(b) *Draws on the Interfund Loan Facility.* During the Draw Period, requests for Draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days’ notice of the intent to draw on the facility.

(c) *Issuance of Term Bonds.* Upon payment of any Draw request, the City shall immediately convert the Draw amount to a Term Bond. Each Term Bond shall specify the principal amount, the issue date (which shall be the date of the Draw), the SIP Internal Lending Rate and the applicable Maturity Date, which shall not exceed five (5) years from the date of issuance of such Term Bond. On or prior to the Draw date, the SIP shall provide the City with an amortization schedule for the Term Bond and the applicable amount remaining available on the Bonds established hereunder.

At no time shall the Outstanding Principal Balance of the Bonds exceed \$6,000,000 and only the Outstanding Principal Balance of the Bonds shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City’s Investment Policy.

(d) *Prepayment.* At the option of the City, or upon demand of the SIP, the Outstanding Principal Balance of the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. At the option of the City, any Term Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to

principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS; DRAWS.

The proceeds of draws on the Bonds shall be expended solely to pay the costs of the Projects and pay the costs of issuing the Bonds, as authorized herein. Following the execution and delivery of the Bonds, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the Project. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bonds for a period of two and one-half (2.5) years after the effective date of this Resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund. The proceeds of Draws on the Bonds shall be paid into the Asset Management Fund to provide for the payment of costs of the Projects and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset Management Fund. The proceeds of any Draw shall be expended solely to pay the costs of the Projects or pay costs of issuance of the Bonds.

The Bonds are not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bonds and any Term Bonds may never exceed \$6,000,000, and principal amounts repaid may not be reborrowed. The available principal of the Bonds shall be disbursed as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a “**Draw**”), as provided in this Resolution. Draws shall be recorded on the Loan Draw Record attached to the Bonds, or in such other form as the City and the SIP may agree.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond and Term Bonds as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds, including certain SREC Funding as it becomes available to the City, into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bonds and Term 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 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds and Term Bonds (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bonds and Term Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds and Term Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds and Term

Bonds shall be paid upon presentation and surrender of the Bonds or Term Bonds to the Bond Registrar. The Bonds and Term Bonds are not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BONDS AND TERM BONDS.

The Bonds and Term Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only Bonds and Term Bonds that bear an Authentication and 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 Resolution. Such Authentication and Registration Certificate shall be conclusive evidence that the Bonds and Term Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bonds or Term Bonds shall cease to be an officer or officers of the City before the Bonds or Term Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds or Term 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 and Term 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 or Term Bonds shall be the proper officers of the City although at the original date of the Bonds or Term Bonds 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-_____ \$6,000,000
(or as much thereof as is
shown on the attached
Loan Draw Record)
STATE OF WASHINGTON
CITY OF SPOKANE
EMERGENCY COMMUNICATIONS SERVICES IMPROVEMENTS, EQUIPMENT, AND
APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution, and subject to conversion to fixed rates for Term Bonds, as described in the Bond Resolution

MATURITY DATE: _____

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

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: SIX MILLION AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record)

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, plus interest.

This Bond is issued under authority of Resolution No. 2026-0006, adopted by the City Council on _____, 2026 (the “**Bond Resolution**”), to document and secure an interfund loan from the Spokane Investment Pool (“**SIP**”) to pay a portion of the costs of acquiring Emergency Communications Services Improvements, Equipment, and Apparatus (the “**Projects**”) 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.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the Draw, shall be set at the SIP Internal Lending Rate on that date of such Draw, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The cumulative total of all Draws on the interfund loan secured by the Bond (including any Term Bonds) may not exceed \$6,000,000.

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 of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, 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 the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds, including certain SREC Funding as it becomes available, into the Asset Management Fund in amounts sufficient to pay such 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.

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 Authentication and 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 _____, 2026.

CITY OF SPOKANE, WASHINGTON

By _____ /s/
Mayor

ATTEST:

/s/
City Clerk

(SEAL)

AUTHENTICATION AND REGISTRATION CERTIFICATE

Date of Authentication: _____, 2026

This bond is the Emergency Communications Services Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____ /s/

The Loan Draw Record shall be in substantially the following form:

**CITY OF SPOKANE, WASHINGTON
EMERGENCY COMMUNICATIONS SERVICES IMPROVEMENTS, EQUIPMENT, AND
APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES [YEAR] (TAXABLE)**

LOAN DRAW RECORD

	Draw Date	Draw Amount	Draw Total
Draw No. 1			
Draw No. 2			
Draw No. 3			
Draw No. 4			
Draw No. 5			

SECTION 11. 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 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. 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 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this ____ day of _____, 2026.

CITY OF SPOKANE
Spokane County, Washington

Betsy Wilkerson, City Council President

ATTEST:

Clerk

Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/23/2026

Submitting Dept	MAYOR		Date Rec'd	1/21/2026
Contact Name/Phone	ADAM 6779		Clerk's File #	
Contact E-Mail	AMCDANIEL@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	First Reading Ordinance		Project #	
Council Sponsor(s)	PDILLON		Bid #	
Sponsoring at Administrators Request	YES			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	ORDINANCE UPDATING DEPARTMENTAL TITLES AS A RESULT OF THE			

Agenda Wording

An ordinance updating departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.02.010, 07.03.020, 07.06.242, 07.14.030, 08.10.010, 13.02.0304, and 13.02.0364 of the Spokane Municipal Code.

Summary (Background)

The Spokane City Council adopted Ordinance C36795 on January 12, 2026, which renamed My Spokane to Spokane 311. Ordinance C36795 also made departmental updates to the Finance and Administration Division. This ordinance makes the additional code updates to division and departmental titles to reflect the changes in Ordinance 36795.

What impacts would the proposal have on historically excluded communities?

This ordinance is code cleanup as a result of the City Council's adoption of Ordinance C36795.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

No data will be collected as a result of the adoption of this ordinance.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

No data will be collected as a result of the adoption of this ordinance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This ordinance is a follow-up to Ordinance C36795, adopted by the City Council on January 12, 2026.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head MCDANIEL, ADAMDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

ORDINANCE NO. C36839

An ordinance updating departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.02.010, 07.03.020, 07.06.242, 07.14.030, 08.10.010, 13.02.0304, and 13.02.0364 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36795, which renamed My Spokane to Spokane 311; and

WHEREAS, Ordinance C36795 also made departmental updates to the Finance and Administration Division; and

WHEREAS, this ordinance makes code updates to the division and department titles to reflect the passage of Ordinance C36795.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.010 Policy to Collect Accounts

- A. It is the policy of the City to promptly identify and collect all duly payable moneys related to services rendered, damage to City property, or any other source.
- B. It is the policy of the City to regularly review and, as necessary, adjust schedules for fees, charges, and other assessments to ensure the City recovers at least the actual cost of delivering said services. Accordingly, during the even year of each biennium, all city departments shall review as appropriate their schedules for fees, charges, and other assessments to ensure there is adequate cost recovery for the services rendered and shall then report the status and outcome of such review to the Mayor and City Council. The biennial review and adjustment shall be governed by the following specific criteria:
 1. Except as otherwise provided in this section, fees, charges and assessments shall be adjusted by reference to the Consumer Price Index published by the United States Bureau of Labor Statistics, (All City Average (CPI-U and CPI-W)) or such other applicable index or formula appropriate for the service rendered.
 2. General facilities charges shall be updated and maintained pursuant to Chapters [13.03](#) and [13.04](#) of the Spokane Municipal Code.
 3. Transportation impact fees shall be updated and maintained pursuant to Chapter [17D.075](#) of the Spokane Municipal Code.

4. This section shall not apply to criminal and civil penalties fees, which shall be adjusted consistent with state law and any penalty schedule established separately under the Spokane Municipal Code.
5. In reviewing fees, charges, and other assessments each biennium, each City department shall systematically and resolutely pursue opportunities to maximize operational efficiency, eliminate waste, streamline processes, and minimize administrative costs to ensure the lowest possible financial burden on payers. This includes exploring innovative solutions that enhance effectiveness and reduce expenses. In conjunction with the Information Technology ((Division)) Department, departments shall also evaluate and implement apt software and platforms that automate workflows, improve accuracy, and reduce the costs associated with calculating and billing fees, charges, and other assessments.
6. Nothing in this section shall be construed to prohibit review and adjustment of fees more frequently than every biennium.

Section 2. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

- A. The amount of any imprest fund shall not exceed the amount fixed in the table below:

Department	Amount not to exceed
Accounting Department Imprest Fund	\$1,000.00
City Attorney Imprest Fund	\$1,000.00
Development Services Center Imprest Fund	\$1,500.00
((My Spokane)) Spokane 311 Imprest Fund	\$4,800.00
Parks and Recreation Imprest Fund	\$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	\$25,000.00
Risk Management Imprest Fund	\$300,000.00
Solid Waste Collection Department Imprest Fund	\$200.00
Solid Waste Disposal Department Imprest Fund	\$9,000.00
Spokane Fire Department Imprest Fund	\$700.00
Spokane Municipal Court Imprest Fund	\$1,300.00
Spokane Municipal Court Imprest Fund – Parking Violations	\$300.00
Spokane Police Department Imprest Fund – Administration	\$1,500.00

Spokane Police Department Imprest Fund – Investigations	\$60,000.00
Spokane Police Department Imprest Fund – Records	\$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	\$20,000.00
Spokane Public Library – Imprest Fund	\$3,000.00
Spokane Public Library – Travel Expense Cash Advance Fund	\$10,000.00
Street Department Imprest Fund	\$500.00
Water and Hydroelectric Services Department Imprest Fund	\$1,000.00

B. The Mayor may increase, subject to subsection (A) of this section, or decrease the amount in an imprest fund from time to time.

Section 3. That Section 07.06.262 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.262 Change Orders - Contract Amendments

A. The Mayor may authorize, by change order or contract amendment, aggregate increases of up to ten percent (10%) of the total contract dollars per contract, not to exceed one hundred thousand dollars (\$100,000), upon verification by the ~~((Director of Finance, Treasury and Administration))~~ Chief Financial Officer or their designee that funds are available.

B. Notwithstanding subsection (A) of this section, the City Council hereby directs and authorizes the Mayor to delegate approval/signature authority for change orders where a pre-approved administrative reserve has been established without individual approval of each change order by the City Council.

~~((1. The City Council shall approve City Policy 5200-08-01 for implementing this subsection.))~~

Section 4. That Section 07.10.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.10.010 Definitions

As used in this chapter, the following words have the following meanings:

((A. "City" means the City of Spokane, Washington, 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.

- A. "Chief Financial Officer" means the director appointed by the mayor and confirmed by the city council who is charged with the responsibility for the overall direction of the finance, treasury and administration department of the City.
- C. "Qualified public depositary" or "depositary" means a financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the State of Washington, which has been approved by the Washington public deposit protection commission to hold public deposits, and which has segregated for the benefit of said Commission eligible collateral having a value of not less than its maximum liability.
- D. "Treasurer" means the treasurer of the City, who is the custodian of City funds.))

<u>Term</u>	<u>Definition</u>
<u>City</u>	<u>City means the City of Spokane, Washington, 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.</u>
<u>Chief Financial Officer</u>	<u>Chief Financial Officer means the director appointed by the Mayor and confirmed by the City Council who is charged with the responsibility for the overall direction of the Finance and Administration Division of the City of Spokane.</u>
<u>Qualified Public Depositary/Depositary</u>	<u>Qualified Public Depositary or depositary means a financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the State of Washington, which has been approved by the Washington Public Deposit Protection Commission to hold public deposits, and which has segregated for the benefit of said Commission eligible collateral having a value of not less than its maximum liability.</u>
<u>Treasurer</u>	<u>Treasurer means the treasurer of the City, who is the custodian of City funds.</u>

Section 5. That Section 07.14.030 of the Spokane Municipal Code is amended to read as follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance((,Treasury)) and Administration Division shall provide regular, monthly, financial reports, including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed special budget ordinances will proceed for the approval process.
- B. The Finance((,Treasury)) and Administration Division shall provide a pre-audit year- end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of June.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance((,Treasury)) and Administration Division shall provide:
 1. An update to the General Fund Six -Year Forecast based on all known or expected revenues and expenditures. The General Fund Six-Year Forecast will include the current biennium's budget and updated projections for the subsequent four years and, at council discretion, council budget staff projections for the same periods. The report will be

provided to the City Council by the July Finance and Administration Committee meeting.

2. For any department that is in the General Fund or a fund supported by the General Fund, an unfavorable variance report showing deviations of 10% or more (or \$2.0 million, whichever is greater) from the estimated year-to-date budget at the dept/fund level, shall be presented to City Council by the Finance and Administration Division on or before July 31st of the even-numbered year. The report will include both revenues and expenses and should be accompanied by as much explanatory narrative as possible and, if applicable, a corrective action plan.
3. During even years, at the November Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, resolves any material budget variances. During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

D. The Finance((~~Treasury~~)) and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the ((~~mayor~~)) Mayor, make themselves available for budget deliberations with the City Council on a bimonthly basis, or more frequently as mutually agreed with the ((~~mayor~~)) Mayor. The ((~~city council~~)) City Council shall establish bimonthly study sessions on the second Thursday of each month, or on the third Thursday if necessary because of a ((~~city~~)) City holiday, for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary, or beneficial to the content of the planned discussion. The bimonthly study sessions shall be held in a location that allows for real-time public viewing of the study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the ((~~city council~~)) City Council.

E. Concurrent to the joint budget deliberations, the City Council, led by the Finance & Administration Committee Chair and Vice Chair acting in consultation with all council members, shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July.

F. The Council Budget Director shall continuously act as a liaison between the City Council and administration throughout the budget development period. The Budget Director's mission during the budget process is to ensure information sharing, clarification of financial data, and collaboration among and communication to all council members.

Section 6. That Section 08.10.010 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.010 Definitions

In construing the provisions of this chapter, except where otherwise stated or apparent from the context, the following definitions apply:

~~((A. "Cable franchise fee" means a fee assessed pursuant to [SMC 10.27A.310](#) upon a cable operator by the City as a condition of a cable franchise.~~

~~B. "Department" means the administrative official responsible for the functions of the office of taxes and licenses, or other designee of the division director of finance, treasury and administration.~~

~~C. Gross Income.~~

- ~~1. "Gross income" or "gross revenues" means the value proceeding or accruing from the sale of tangible personal property or service, and receipts (including all sums earned or charged, whether received or not) by reason of the investment of capital in the business engaged in, including rentals, royalties, fees, interest and other emoluments however designated (excluding receipts or proceeds from the sale or use of real property or any interest therein, and the proceeds from the sale of notes, bonds, mortgages or other evidences of indebtedness, or stocks and the like), and without any deduction on account of the cost of the property sold, the cost of materials used, labor costs, taxes, interest or discount paid, or any expense whatsoever, and without any deduction on account of losses.~~
- ~~2. "Gross income" is further defined to mean the total gross income received or earned as above noted on a cash receipts or on an accrual basis according to the method of accounting regularly employed by the taxpayer during the period for which the taxes are applicable.~~

~~D. "Internet" means the international computer network of both federal and nonfederal interoperable packet switched data networks, including the graphical subnetwork called the world wide web.~~

~~E. "Internet service" means a service that includes computer processing applications, provides the user with additional or restructured information, or permits the user to interact with stored information through the internet or a proprietary subscriber network. "Internet service" includes provision of internet electronic mail, access to the internet for information retrieval, and hosting of information for retrieval over the internet or the graphical subnetwork called the~~

~~world wide web.~~

~~F. "Pager telephone business service", commonly known as pager service, has that common meaning and includes one-way communication services such as tone only (beeper), numeric or alphanumeric messaging, and tone and voice messaging. It includes talk-back paging, conventional dispatch radio and specialized mobile radio pager service.~~

~~G. "Person" means an individual, entity, co-partnership, joint venture, firm, club, company, joint stock company, corporation, assignee, successor, receiver, administrator, executor, trustee in bankruptcy, trust, estate, association, society, governmental unit, municipal corporation or quasi-municipal corporation, including the City, a City department, or officer, agent or employee of any of the foregoing.~~

~~H. Solid Waste.~~

~~1. "Solid waste collection service" means receiving solid waste for transfer, processing, treatment, storage or disposal, including but not limited to, all collection services. It does not include the operation of public or private dumps, transfer stations and similar operations. It does not include operation of a regional solid waste disposal system, to the extent the same may be established by interlocal agreement between the City and County of Spokane, although components of charges for taxable solid waste collection service may include charges of regional system facilities, including transfer stations, dumps or waste-to-energy disposal facilities.~~

~~2. "Solid waste", for purposes of this subsection, means garbage, trash, rubbish or other material discarded by the generator as worthless or not economically viable for further use. "Solid waste" includes infectious, hazardous or toxic wastes, and recyclable or reusable materials collected in whole or part for recycling or salvage as part of a general solid waste collection service to the public.~~

~~I. "Taxpayer" means any person liable for the tax or license fee imposed under this chapter.~~

~~J. "Tax year" or "taxable year" means the particular taxpayer's fiscal year or such fiscal year as adjusted in the discretion of the division director of finance, treasury and administration to accommodate the taxpayer's method of accounting.~~

~~K. Telephone Business.~~

~~1. "Telephone business" means the business of providing by any person of access to a local telephone network, local telephone network switching service, toll service or coin telephone services, or the providing of~~

~~telephonic, video, data or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave or similar communication or transmission system. It includes the provision of transmission to and from the site of an internet provider via a local telephone network, toll line or channel, cable microwave or similar communication or transmission system, or any other similar telecommunications business activity lawfully taxable by the City of Spokane.~~

2. ~~“Telephone business” includes cooperative or farmer line telephone companies or associations operating exchanges.~~
3. ~~“Telephone business” includes cellular telephone service, which is a two-way voice and/or data telephone/telecommunications system based in whole or in a substantial part upon wireless radio communications, whether or not subject to regulation by the Washington State Utilities and Transportation Commission (WUTC). It includes cellular mobile service.~~
 - a. ~~“Cellular mobile service” includes additional varieties of partly or entirely wireless radio communications services commonly referenced or marketed as specialized mobile radio (SMR), personal communications services (PCS) and other such wireless radio communications technologies accomplishing a purpose similar to cellular mobile service.~~
4. ~~“Telephone business” does not include the providing of competitive telephone service, the providing of cable television service, the providing of broadcast services by radio or television stations. It further does not include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider; provided, in the event any statutory prohibition of municipal taxation of internet service providers hereafter expire or otherwise be removed, then at such time, “telephone business” shall thereafter include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider. (Note: State prohibits taxation of internet providers.)~~

L. ~~“Competitive telephone service” means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus, such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made, provided “competitive telephone service” does not include cellular telephone service. “Telecommunications” is as defined in RCW 80.04.010.)~~

<u>Term</u>	<u>Definition</u>
<u>Cable franchise fee</u>	Cable franchise fee means a fee assessed pursuant to SMC 10.27A.310 upon a cable operator by the City as a condition of a cable franchise.
<u>Cellular mobile service</u>	Cellular mobile service includes additional varieties of partly or entirely wireless radio communications services commonly referenced or marketed as specialized mobile radio (SMR), personal communications services (PCS), and other such wireless radio communications technologies accomplishing a purpose similar to cellular mobile service.
<u>Competitive telephone service</u>	Competitive telephone service means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus, such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made, provided "competitive telephone service" does not include cellular telephone service. "Telecommunications" is as defined in RCW 80.04.010.
<u>Department</u>	Department means the administrative official responsible for the functions of the Office of Taxes and Licenses, or other designee of the Chief Financial Officer.
<u>Gross Income/Gross Revenues</u>	1. Gross income or gross revenues means the value proceeding or accruing from the sale of tangible personal property or service, and receipts (including all sums earned or charged, whether received or not) by reason of the investment of capital in the business engaged in, including rentals, royalties, fees, interest and other emoluments however designated (excluding receipts or proceeds from the sale or use of real property or any

	<p><u>interest therein, and the proceeds from the sale of notes, bonds, mortgages or other evidences of indebtedness, or stocks and the like), and without any deduction on account of the cost of the property sold, the cost of materials used, labor costs, taxes, interest or discount paid, or any expense whatsoever, and without any deduction on account of losses.</u></p> <p><u>2. "Gross income" is further defined to mean the total gross income received or earned as above noted on a cash receipt or on an accrual basis according to the method of accounting regularly employed by the taxpayer during the period for which the taxes are applicable.</u></p>
<u>Internet</u>	<p><u>Internet means the international computer network of both federal and nonfederal interoperable packet-switched data networks, including the graphical subnetwork called the World Wide Web.</u></p>
<u>Internet Service</u>	<p><u>Internet Service means a service that includes computer processing applications, provides the user with additional or restructured information, or permits the user to interact with stored information through the Internet or a proprietary subscriber network. "Internet service" includes the provision of internet electronic mail, access to the internet for information retrieval, and hosting of information for retrieval over the internet or the graphical subnetwork called the World Wide Web.</u></p>
<u>Pager telephone business service</u>	<p><u>Pager telephone business service, commonly known as pager service, has that common meaning and includes one-way communication services such as tone only (beeper), numeric or alphanumeric messaging, and tone and voice messaging. It includes talk-back</u></p>

	<u>paging, conventional dispatch radio, and specialized mobile radio pager service.</u>
<u>Person</u>	<u>Person means an individual, entity, co-partnership, joint venture, firm, club, company, joint stock company, corporation, assignee, successor, receiver, administrator, executor, trustee in bankruptcy, trust, estate, association, society, governmental unit, municipal corporation or quasi-municipal corporation, including the City, a City division, a City department, or officer, agent or employee of any of the foregoing.</u>
<u>Solid Waste</u>	<u>Solid Waste means garbage, trash, rubbish, or other material discarded by the generator as worthless or not economically viable for further use. "Solid waste" includes infectious, hazardous, or toxic wastes, and recyclable or reusable materials collected in whole or part for recycling or salvage as part of a general solid waste collection service to the public.</u>
<u>Solid Waste Collection Service</u>	<u>Solid Waste Collection Service means receiving solid waste for transfer, processing, treatment, storage, or disposal, including but not limited to, all collection services. It does not include the operation of public or private dumps, transfer stations, and similar operations. It does not include operation of a regional solid waste disposal system, to the extent the same may be established by interlocal agreement between the City and County of Spokane, although components of charges for taxable solid waste collection service may include charges of regional system facilities, including transfer stations, dumps, or waste-to-energy disposal facilities.</u>
<u>Taxpayer</u>	<u>Taxpayer means any person liable for the tax or license fee imposed under this chapter.</u>
<u>Tax year/taxable year</u>	<u>Tax year or taxable year means the particular taxpayer's fiscal year or such</u>

	<p><u>fiscal year as adjusted in the discretion of the City of Spokane's Chief Financial Officer to accommodate the taxpayer's method of accounting.</u></p>
<u>Telephone Business</u>	<p><u>Telephone business means the business of providing by any person access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or the providing of telephonic, video, data, or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave or similar communication or transmission system. It includes the provision of transmission to and from the site of an internet provider via a local telephone network, toll line or channel, cable, microwave or similar communication or transmission system, or any other similar telecommunications business activity lawfully taxable by the City of Spokane. Telephone business includes cooperative or farmer line telephone companies or associations operating exchanges. Telephone business includes cellular telephone service, which is a two-way voice and/or data telephone/telecommunications system based in whole or in a substantial part upon wireless radio communications, whether or not subject to regulation by the Washington State Utilities and Transportation Commission (WUTC). It includes cellular mobile service.</u></p> <p><u>Telephone business does not include the providing of competitive telephone service, the providing of cable television service, the providing of broadcast services by radio or television stations. It further does not include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider; provided, in the event any statutory prohibition of municipal taxation of internet service</u></p>

	<p><u>providers hereafter expire or otherwise be removed, then at such time, “telephone business” shall thereafter include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider. (Note: State prohibits taxation of internet providers.)</u></p>
--	---

Section 7. That Section 13.02.0304 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0304 Vacancies – Changes in Service Needs

- A. A customer may request that service be halted temporarily when the premises are vacant.
- B. The department must receive at least three (3) business days' advance notice.
- C. Service suspensions for less than fourteen (14) days are not granted.
- D. Customers are further required to notify ((promptly)) ((My Spokane)) Spokane 311, the city's centralized customer service center, of any changes in service needs.
- E. No credit will be issued for failure to notify the department of vacancies or changes in service needs. Consideration may be made on a case-by-case basis at the discretion of the director or ((his)) their designee.

Section 8. That Section 13.02.0364 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0364 Unacceptable Wastes

- A. Departmental collection operations are intended to collect normal household and business wastes. No person may deposit or relinquish for collection or disposal any unacceptable wastes.
 - 1. “Unacceptable wastes” are generally identified under general standards and with a specific list.
 - 2. Customers are encouraged to contact ((My Spokane)) Spokane 311((,)) in advance, by dialing 3-1-1 (if inside the city limits) or 509.755.2489 (if

outside the city limits) with any questions or to make special advance arrangements.

B. General Standards.

1. Unacceptable wastes include infectious wastes, as identified in chapter 10.35 SMC. Further included are any wastes which are of extreme temperatures, harmful vapors, the presence of corrosive, flammable, explosive or toxic chemicals, or any materials with physical or other properties which render collection operations hazardous or which create a risk to the public health and safety, to the health or safety of departmental employees or of damage to departmental collection vehicles or equipment.
 - a. The director may declare any wastes unacceptable and may cause to be published a list of unacceptable wastes in the *Official Gazette*.
2. Customers engaged in manufacturing or commercial pursuits who are or may be a source of unacceptable waste must notify the director with full details and information.
 - a. Such customers must make special arrangements prior to deposit or commingling said materials with other solid waste for collection.
 - b. The department accepts household hazardous wastes at the waste-to-energy plant.

C. Specific List.

In addition to wastes with general characteristics described above, unacceptable wastes include:

1. liquid wastes, both bulk and containerized, exceeding a volume of one gallon, unless specific advance arrangements are made with the department;
2. waste tires, exceeding four out for collection at one time (wheels need to be removed to be collected);
3. any materials regulated by the ~~((State of Washington department of ecology)) Washington State Department of Ecology~~ as dangerous under chapter 173-303 WAC, or as hazardous wastes by the United States ~~((environmental protection agency)) Environmental Protection Agency~~ under 40 CFR, applicable parts;

4. any equipment or machinery used for refrigeration, provided the department will accept household refrigerators from residential premises.
 - a. Additionally, for nonresidential customers, this prohibition does not apply if the refrigerant has been properly removed by the customer;
5. improperly wrapped or secured wastes which emit noxious, foul odors to disturb or annoy a reasonable person.
 - a. Such wastes would include, as examples, quantities of manure, offal or other such noxious materials not securely wrapped or secured;
6. animal remains in an amount over fifteen pounds are prohibited from disposal in the waste stream by Spokane County health district regulations.
 - a. Animal remains fifteen pounds or less must be separately and securely bagged as a condition of acceptance.
 - b. For larger animals, customers may contact the disposal department (waste-to-energy plant) for special arrangements at (509) 625-6580, a rendering service, or SpokAnimal at (509) 534-8133.

D. Northside Landfill MFS Limits.

With prior approval, certain wastes may be accepted at the northside landfill at locations or cells as designated by the director, under terms and conditions determined by the director. The director may consider either general or specific standards heretofore set forth. The director may consider TCLP test criteria, in addition to Washington State ((department of ecology)) Department of Ecology dangerous waste regulations and U.S. EPA hazardous waste regulations and considering the need to avoid leachate risks because leachate from the waste (as produced by U.S. EPA toxicity characteristic leaching procedure) exceeds pretreatment standards as established by the Spokane ((wastewater management department)) Wastewater Management Department or for any other reason.

Section 9. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 10. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors

or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date



Memorandum

Office of the Mayor

DATE: December 31, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Paul Dillon, Chair, Finance Committee & Kitty Klitzke, Chair, PIES Committee

RE: Updating the division and departmental titles in the Communications and Marketing and Finance and Administration divisions as a result of the adoption of Ordinance C36795

Executive Summary –

I. Background:

Ordinance C36795 (Executive and Administration Update) renamed the Customer Experience department to Spokane 311. Additionally, the ordinance renamed the Finance, Treasury, and Administration Department to the Finance and Administration Division.

II. Policy Recommendations

This ordinance makes the necessary division and departmental title updates as a result of the adoption of Ordinance C36795.

Proposed Ordinance Table of Contents

Section 1. Amends SMC 04.02.010 (Policy to Collect Accounts)

Section 2. Amends SMC 07.03.030 (Amount)

Section 3. Amends SMC 07.06.262 (Change Orders – Contract Amendments)

Section 4. Amends SMC 07.10.010 (Definitions)

Section 5. Amends SMC 07.14.030 (Budget Monitoring and Review)

Section 6. Amends SMC 08.10.010 (Definitions)

Section 7. Amends SMC 13.02.0304 (Vacancies – Changes in Service Needs)

Section 8. Amends SMC 13.02.0364 (Unacceptable Wastes)

Section 9. Severability

Section 10. Clerical Errors

Section 1. Amends 04.02.010 (Policy to Collect Accounts)

- Updates the reference of Information Technology Division to Information Technology Department.

Section 2. Amends 07.03.020 (Amount)

- Updates the reference of My Spokane to Spokane 311

Section 3. Amends 07.06.262 (Change Orders – Contract Amendments)

- Updates reference of Director of Finance, Treasury and Administration to Chief Financial Officer or their designee.
- Removes a reference to Council adopting City Policy 5200-08-01, which would have been done in 2018 when this section of code was adopted.

Section 4. Amends 07.10.010 (Definitions)

- Places all definitions in a table format for clarity
- Updates the definition of Chief Financial Officer to reflect the updated name of the Finance and Administration Division.

Section 5. Amends 07.14.030 (Budget Monitoring and Review)

- Updates the name of the Finance, Treasury and Administration Division to the Finance and Administration Division
- Makes small grammatical and capitalization updates

Section 6. Amends 08.10.010 (Definitions)

- Updates the name of the Finance, Treasury and Administration Division to the Finance and Administration Division
- Makes small grammatical and capitalization updates

Section 7. Amends 13.02.0304 (Vacancies – Changes in Service Needs)

- Updates the reference of My Spokane to Spokane 311
- Makes small grammatical and capitalization updates

Section 8. Amends 13.02.0364 (Unacceptable Wastes)

- Updates the reference of My Spokane to Spokane 311
- Makes small grammatical and capitalization updates

Section 9. Severability



- Standard severability clause.

Section 10. Clerical Errors

- Standard clerical errors clause



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/23/2026

Submitting Dept	MAYOR		Date Rec'd	1/8/2026
Contact Name/Phone	ADAM 6779		Clerk's File #	
Contact E-Mail	AMCDANIEL@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Resolutions		Project #	
Council Sponsor(s)	BWILKERSON PDILLON		Bid #	
Sponsoring at Administrators Request	YES			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	APPOINTMENT OF STEPHEN WILLIAMS AS THE DIRECTOR OF EMERGENCY			

Agenda Wording

A resolution approving the appointment of Stephen Williams as the Director of Emergency Communications for the Spokane United 911 Network.

Summary (Background)

This resolution approves the appointment of Stephen Williams as the Director of Emergency Communications for the Spokane United 911 Network.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head MCDANIEL, ADAMDivision DirectorAccounting Manager BUSTOS, KIMLegal PICCOLO, MIKEFor the Mayor PICCOLO, MIKE**Distribution List**

myates@spokanecity.org aadam@spokanecity.org

RESOLUTION 2026 – 0008

A resolution approving the appointment of Stephen Williams as the Director of Emergency Communications for the Spokane United 911 Network.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Stephen Williams as the Director of Emergency Communications for the Spokane United 911 Network.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Stephen Williams as the Director of Emergency Communications for the Spokane United 911 Network.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

ORDINANCE NO C36837

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO CARRY OVER UNEXPENDED APPROPRIATIONS AT YEAR-END TO ENSURE PAYMENT OF EXISTING OBLIGATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, at the end of the 2025 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment & supplies and unfulfilled contracts for personnel services, properly budgeted and contracted for, or pending contracts, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, to complete such programs and pay such claims, it is necessary that the various funds be re-appropriated in the 2026 budget; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the various funds, the following encumbrance carryover changes be made:

Fund	Capital (excl. Grants)	Grant	Other	Net Total (Revenue + Expense)
0100 – General Fund				
1100 – Street Maintenance Fund				
1200 – Code Enforcement Fund				
1300 – Library Fund				
1360 – General Fund Grants				
1380 – Spokane Safe Streets Fund				
1390 – Urban Forestry Fund				
1400 – Parks & Recreation Fund				
1425 – American Rescue Plan				
1440 – Fire Grants – Misc.				
1460 – Parking Services Fund				
1500 – Paths & Trails Reserve Fund				
1540 – Human Services Grants Fund				
1541 – Continuum of Care				
1555 – Opioid Response Fund				
1560 – Forfeitures & Contributions Fund				
1590 – Hotel/Motel Tax Fund				
1595 – HEART Fund				
1620 – Public Safety & Judicial Grants				
1640 – Communications Bldg. M&O Fund				
1680 – Housing & Homeless Services Fund				
1690 – Comm. Development Block Grants				
1695 – CDBG Revolving Loan Fund				
1700 – Misc. Comm. Development Grants				
1710 – Home Entitlement Program				
1760 – Emergency Rental Assistance Grant				
1780 – Rental Rehabilitation Fund				
1910 – Criminal Justice Assistance Fund				
1940 – Channel Five Equip. Reserve Fund				
1950 – Park Cumulative Reserve Fund				
1970 – Spokane Fire Department Fund				
1980 – Defined Contribution Admin Fund				
1990 – Transportation Benefit Fund				
3160 – General Capital Improvements				

Funds &
Amounts TBD

3200 – Street Capital Fund (Arterial Streets)				
3365 – 2018 UTGO Library Capital Bond				
3501 – West Quadrant TIF				
4100 – Water and Hydroelectric Services				
4250 – Integrated Capital Management				
4300 – Wastewater Management Fund				
4480 – Solid Waste Fund				
4600 – Golf Fund				
4700 – Development Services Fund				
5100 – Fleet Services Fund				
5110 – Fleet Svcs Equip. Replacement Fund				
5200 – Public Works and Utilities				
5300 – IT Fund				
5310 – IT Capital Replacement Fund				
5600 – Accounting Services				
5700 – Spokane 311				
5750 – Office of Performance Management				
5800 – Risk Management Fund				
5810 – Workers' Compensation Fund				
5820 – Unemployment Compensation Fund				
5830 – Employees Benefits Fund				
5900 – Facilities Operating Fund				
5901 – SIP Debt Fund				
5902 – Police Capital Fund				
5903 – Fire Capital Fund				
5904 – Facilities Capital				
6100 – Retirement				
6200 – Firefighters' Pension Fund				
6300 – Police Pension				
Citywide Total				

**Funds &
Amounts TBD**

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 year-end unexpended appropriations needing to be carried over to ensure payment of existing obligations, 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 by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Date Rec'd

1/20/2026

Clerk's File #

OPR 2026-0059

Cross Ref #

Project #

Submitting Dept

FIRE

Bid #

030425-ENV

Contact Name/Phone

MIKE FORBES 509-435-7029

Requisition #

Contact E-Mail

MFORBES@SPOKANE CITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KTELIS BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

TARGET SOLUTIONS

Agenda Wording

Target Solutions training software.

Summary (Background)

Fire would like to request to enter a five-year agreement with Target Solutions for the use of their training and documentation software. Fire has used this software for several years and now would like to lock in pricing for a five-year term. This is the primary platform documenting training compliance with national, state, and regional requirements. This software will also be used to document department owned equipment, facility inspections, and controlled medication tracking.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost **\$ 289,905.40 (plus sales tax)**Current Year Cost **\$ 57,981.08 (plus sales tax)**Subsequent Year(s) Cost **\$ 231,924.32 (plus sales tax)****Narrative**

This is the primary platform documenting compliance with national, state, and regional requirements. Will also be used to document dept owned equipment, facilities, and controlled medications. We'll be accessing Sourcewell Contract #030425-ENV.

Amount	Budget Account
Expense \$ 57,981.08 (plus sales tax)	# 1970-35170-22450-54201-99999
Select \$	#

Funding Source	Recurring
-----------------------	-----------

Funding Source Type	Program Revenue
----------------------------	-----------------

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring
---------------------------	-----------

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

None

Approvals	Additional Approvals
<u>Dept Head</u>	<u>PS EXEC REVIEW</u>
<u>Division Director</u>	<u>PURCHASING</u>
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	PRINCE, THEA

Distribution List	
Jonathan Tamayo (signer)	Mike Forbes mforbes@spokanecity.org
Ryan Reding rrreding@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org



CITY OF SPOKANE

CONTRACT

**Title: TARGET SOLUTIONS
TRAINING SOFTWARE**

THIS CONTRACT is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **VECTOR SOLUTIONS dba TARGETSOLUTIONS LEARNING, LLC.**, whose address is 4890 W. Kennedy Blvd, Suite 300, Tampa Florida 33609-1869, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Target Solutions Training Software for the Spokane Fire Department, in accordance with Company's Quote ID Q-476684 dated January 8, 2026, attached as Exhibit B and selected through Co-operative procurement, SourceWell Contract #030425-ENV. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin on the effective date of January 25, 2026, and run through January 24, 2031, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-ONE AND 08/100 (\$57,981.08) annually**, plus tax if applicable, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Spokane Fire Department, Administrative Office, 44 West Riverside Avenue, Spokane, Washington 99201-3317. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **AMENDMENTS**. This Contract may be amended at any time by mutual written agreement.
7. **ANTI-KICKBACK**. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other

thing of value from or to any person involved in this Contract.

8. **TERMINATION**. Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

9. **INSURANCE**. During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least \$5,000,000 per claim and in the aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. No limitation of liability terms shall apply to this contract.

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

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

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

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

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

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

15. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

16. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

17. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public

records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

**VECTOR SOLUTIONS DBA
TARGETSOLUTIONS LEARNING LLC.**

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Attest:

Approved as to form:

City Clerk _____

Assistant City Attorney _____

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Quote ID Q-476684 dated January 9, 2026.

26-001a

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B



Quote ID
Q-476684

Contact Name
Jonathan Tamayo

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on **11/17/2023** between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Thursday, January 8, 2026

Client Information

Client Name: Spokane Fire Department (WA)	
Address: 44 W Riverside Ave Spokane, WA 99201	
Primary Contact Name: Ryan Redding	Primary Contact Phone: 509-625-7004

Agreement Term

Effective Date: 01/25/2026	Initial Term: 60 months
--------------------------------------	-----------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Fire Accounting			
Billing Address: 44 West Riverside Avenue Spokane, Washington 99201	Billing Phone: 509.625.7004		
Billing Email: fireaccounting@spokanecity.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Please note that this is not an invoice.

Annual Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	354	\$113.27	\$40,097.58
TSMAINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00
TSENT	Enterprise Solution	Enterprise Solutions for Vector LMS, TargetSolutions Edition	1	\$550.00	\$550.00
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or DrugBox's	PPE and/or Equipment assigned to individuals	354	\$47.25	\$16,726.50

TSADMIN	Public Safety Administrative Employees	Vector LMS, TargetSolutions Edition – Discounted rate for Administrative Employees	4	\$53.00	\$212.00
---------	--	--	---	---------	----------

Annual Total: \$57,981.08

Total (including Annual and One-Time): \$57,981.08

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FIL 33609

Spokane Fire Department (WA)
44 W Riverside Ave
Spokane, WA 99201

By: _____

By: _____

Printed Name: Jackelin Itzaina

Printed Name:

Title: Renewal Management Manager

Title:

Date:

Date:



CERTIFICATE OF LIABILITY INSURANCE

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	Alera Group 1041 Old Cassatt Road Berwyn, PA 19312	CONTACT Sarah Haldeman NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS: Sarah.Haldeman@AleraGroup.com		
		INSURER(S) AFFORDING COVERAGE		
		INSURER A : Chubb Insurance Group	NAIC #	
INSURED		INSURER B : Great Northern Insurance Co	20303	
		INSURER C : Federal Insurance Company	20281	
		INSURER D : Chubb National Insurance Company	10052	
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			D03307438	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73655518	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			56731075	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A	56731075	9/30/2025	9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional E&O			D03307426	9/30/2025	9/30/2026	Per Claim/Aggregate \$ 5,000,000
A	Cyber Liability			D03307426	9/30/2025	9/30/2026	Per Claim/ Aggregate \$ 5,000,000

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

25-26 Additional Named Insureds:

SimplyDigi.com, Inc; Convergence Training LLC; TargetSolutions Learning, LLC; Scenario Learning, LLC; Clearpond Technologies Inc.; NFORMD.NET LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; Casino Essentials LLC; ICGIP, LLC; CrewSense, LLC; Halligan, Inc.; TSL International Holdings, Inc.; 1168940B.C Ltd.; Medteq Solutions CA Ltd; Livesafe, Inc. IndustrySafe, LLC; IndustrySafe IP, LLC; DiversityEdu LLC; CPN Holdings, LLC; ETH Midco, LLC; Envisage Technologies, LLC; Guardian Tracking, LLC; CareSafely, Inc; Get Inclusive, Inc.; CTE-PTV Solutions, LLC; Ardent Sky, LLC ; Frontline Public Safety Solutions, LLC

CERTIFICATE HOLDER

CANCELLATION

City of Spokane, Washington
808 W Spokane Falls Blvd.
Spokane, WA 99201

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

[**< Business Lookup**](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** TARGETSOLUTIONS LEARNING, LLC**Business name:** TARGETSOLUTIONS LEARNING, LLC**Entity type:** Limited Liability Company**UBI #:** 602-898-879**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:**
4890 W KENNEDY BLVD
STE 300
TAMPA FL 33609-1869**Mailing address:**
4890 W KENNEDY BLVD
STE 300
TAMPA FL 33609-1869

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Jul-31-2026	Jul-17-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CHERINS, JONATHAN	
REDVECTOR.COM, LLC	

Registered Trade Names

Registered trade names	Status	First issued
VECTOR SOLUTIONS	Active	Jun-14-2022

[View Additional Locations](#)



The Business Lookup information is updated nightly. Search date and time:
11/17/2025 3:29:23 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Submitting Dept	FINANCE, TREASURY & ADMIN	Date Rec'd	1/21/2026
Contact Name/Phone	JASON 509-232-8841	Clerk's File #	ORD C36841
Contact E-Mail	JNECHANICKY@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	First Reading Ordinance	Project #	
Council Sponsor(s)	BWILKERSON	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	ORDINANCE AMENDING CODE RELATED TO EMERGENCY PROCUREMENT		

Agenda Wording

An ordinance amending SMC 07.06.180 Emergency procurement exemption from competitive bidding requirements.

Summary (Background)

Language clean up to clarify use and application of code, and standardize language.

What impacts would the proposal have on historically excluded communities?

Policy update, should not have impact on historically excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Policy update, this does not generate data related to the identified items.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Purchasing & Contracts department monitors the procurement process.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Updated language standardizes with related policies and procedures to aide staff in understanding policies to improve compliance.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 0

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

No budget impact

Amount**Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head STRATTON, JESSICADivision Director STRATTON, JESSICAAccounting ManagerLegal SCHOEDEL, ELIZABETHFor the Mayor**Distribution List**

jnechanicky@spokanecity.org sneal@spokanecity.org

amcdaniel@spokanecity.org jstratton@spokanecity.org

ORDINANCE NO. C36841

An ordinance relating to the emergency procurement; amending Section 07.06.180 of the Spokane Municipal Code.

WHEREAS, the City is authorized to waive competitive bid requirements in the event of an emergency; and

WHEREAS, the City recognizes the need for administrative efficiency and has authorized thresholds for which administration can execute contracts without Council approval such as Minor Contracts Execution SMC 07.06.260; and

WHEREAS, this proposed ordinance seeks to standardize emergency procurement with the remainder of procurement practices.

NOW, THEREFORE, the City of Spokane does ordain:

That Section 07.06.180 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.180 Emergency Procurement

- A. The City Council, by resolution may waive ((public)) competitive bid requirements for ((purchases)) procurement of goods, Public Works and services above the minor contract threshold in the event of an emergency.
- B. If the emergency requires procurements above the minor contract threshold prior to City Council action, the Mayor may declare an emergency situation exists, waive public bidding requirements, and award all necessary contracts on behalf of the City to address the emergency situation.
 - 1. Contract awarded pursuant to subsection B of this section shall be presented to the City Council.
- ((1.)) C. If a contract is awarded without public bidding due to an emergency, a written finding of the existence of an emergency must be made by the no later than two (2) weeks following the award of the contract.
- D. Departments may enter into contracts not to exceed the minor contract threshold as an emergency procurement without competitive procurement

pursuant to procedures established by the Purchasing Department and without a mayoral emergency declaration, or city council resolution.

((C-)) E. Force account work by City crews shall be in accordance with state law.

((D-)) E. Emergency procurements are made with such competition as is practicable under the circumstances.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd

1/21/2026

Clerk's File #

Cross Ref #

Project #

Submitting Dept

NEIGHBORHOOD, HOUSING &

Bid #

Contact Name/Phone

DAWN KINDER 509-625-6443

Requisition #

Contact E-Mail

DKINDER@SPOKANE CITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works?

Agenda Item Name

HUD UPDATES

Agenda Wording

Funding updates, services at a glance, and CHHS involvement

Summary (Background)

Funding updates, services at a glance, and CHHS involvement

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence****Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

chhscontracts@spokanecity.org

chhsaccounting@spokanecity.org

dnorman@spokanecity.org



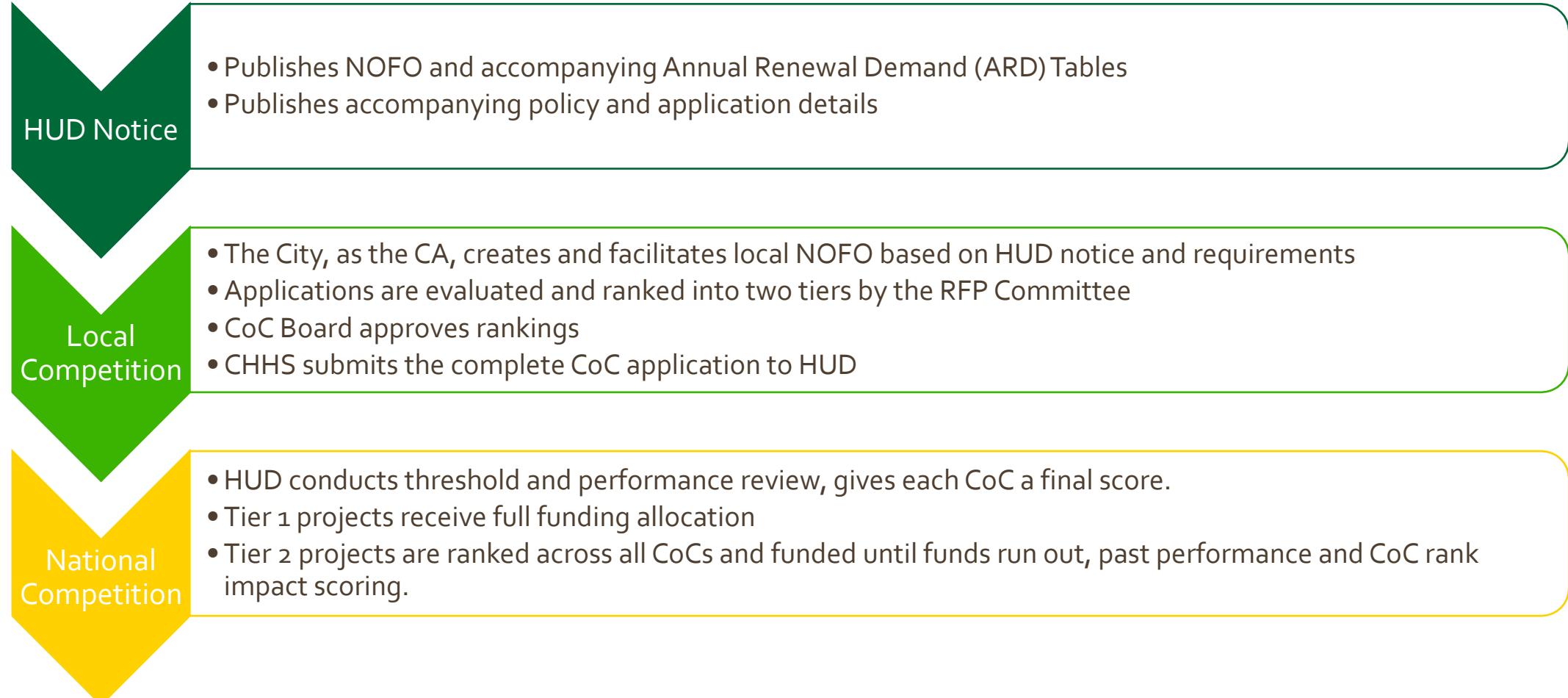
HUD Updates

January 26, 2026





Continuum of Care Funding Process



2025 NOFO

In PY 24 HUD facilitated their first 2-year NOFO covering August 1, 2025-July 31, 2027.

11/13/2025 HUD posted a new NOFO for August 1, 2026-July 31. This version included substantial changes to policy, process, contracting, and funding.

The Nov 25 NOFO faced two lawsuits:

- HUD Rescinded NOFO one hour prior to first hearing on 12/8/25.
- In a hearing on 12/19/25 provided an injunction for the plaintiffs in both cases and required new documents/plans from HUD.

12/23/25 HUD was ordered to give recipients a compliant implementation plan by 1/6/2026.

1/8/2026 HUD posted an Implementation Plan compliant with current court orders, with notice it is subject to change based on court actions.

Current Status: CoC's must notify HUD of intent to resubmit PY24 NOFO for consideration or submit new applications if reallocating resources.



City of Spokane PY 2025 NOFO Response

11/19/25
Briefing CoC Exec

11/19/25
Briefing CoC

11/24/25
Met with Current Subs

11/26/25
Community Meeting

12/1/25
Opened Local NOFO

12/3/25 & 12/9
TA Sessions

12/19/25
Extended NOFO to
12/31 on

12/31/25
Paused NOFO

Community/Committee
Meetings January

1/21/25
CoC Board Action

Current
Notify HUD of intent to
resubmit 24 NOFO



PY 2024 NOFO Ranking

Local Competition Selection Results

Project Name	Score	Status	Rank	Amount Requested from HUD	Reallocated Funds
YHDP TH/RRH Application FY2023	N/A	Accepted	Not Ranked	\$ 892,736.00	
YHDP Host Homes Application FY2023	N/A	Accepted	Not Ranked	\$ 77,214.00	
YHDP SSO Application FY2023	N/A	Accepted	Not Ranked	\$ 189,450.00	
YHDP Youth CE Application FY2023	N/A	Accepted	Not Ranked	\$ 128,782.00	
CoC Planning	N/A	Accepted	Not Ranked	\$ 295,235.00	
CoC UFA Costs	N/A	Accepted	Not Ranked	\$ 177,141.00	
WA0329 City of Spokane HMIS Project FY 2023	N/A	Accepted	Not Ranked	\$ 197,468.00	
WA0288 Catholic Charities RRH for Families FY 2023	97.2	Accepted	1	\$ 524,687.00	
WA0418 Catholic Charities PSH II FY 2023	96.5	Accepted	2	Consolidated with WA0374	
WA0374 Catholic Charities PSH Consolidation FY 2023	94.5	Accepted	3	\$ 452,903.00	
WA0373 Catholic Charities Homeless Families Coordinated Assessment FY 2023	93.63	Accepted	4	\$ 249,018.00	
WA0353 YWCA RRH for DV Survivors for Households with Children FY 2023	92.6	Accepted	5	\$ 787,276.60	
WA0130 VOA Samaritan 05-06 FY 2023	89.7	Accepted	6	\$ 1,372,100.16	
WA0420 YWCA RRH for Survivors of DV FY 2023	89.47	Accepted	7	Consolidated with WA0353	
WA0109 Catholic Charities SMS TH FY 2023	89.4	Accepted	8	\$ 67,755.00	
WA0331 SNAP RRH for Households without Children FY 2023	88.3	Accepted	9	\$ 275,572.04	
WA0511 VOA PSH Scattered Sites FY 2023	87.2	Accepted	10	Consolidated with WA 0130	
WA0126 VOA Alexandria's House FY 2023	76.4	Accepted	11	\$ 72,738.00	
WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023	86.7	Accepted	12	\$ 155,349.20	
WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023		Accepted	12	\$ 118,435.30	
YWCA Coordinated Entry DV Bonus FY2023	N/A	Accepted	13	\$ 130,566.70	
WA0512 Catholic Charities PSH Support Rent FY 2023	81.7	Accepted	14	\$ 212,650.00	

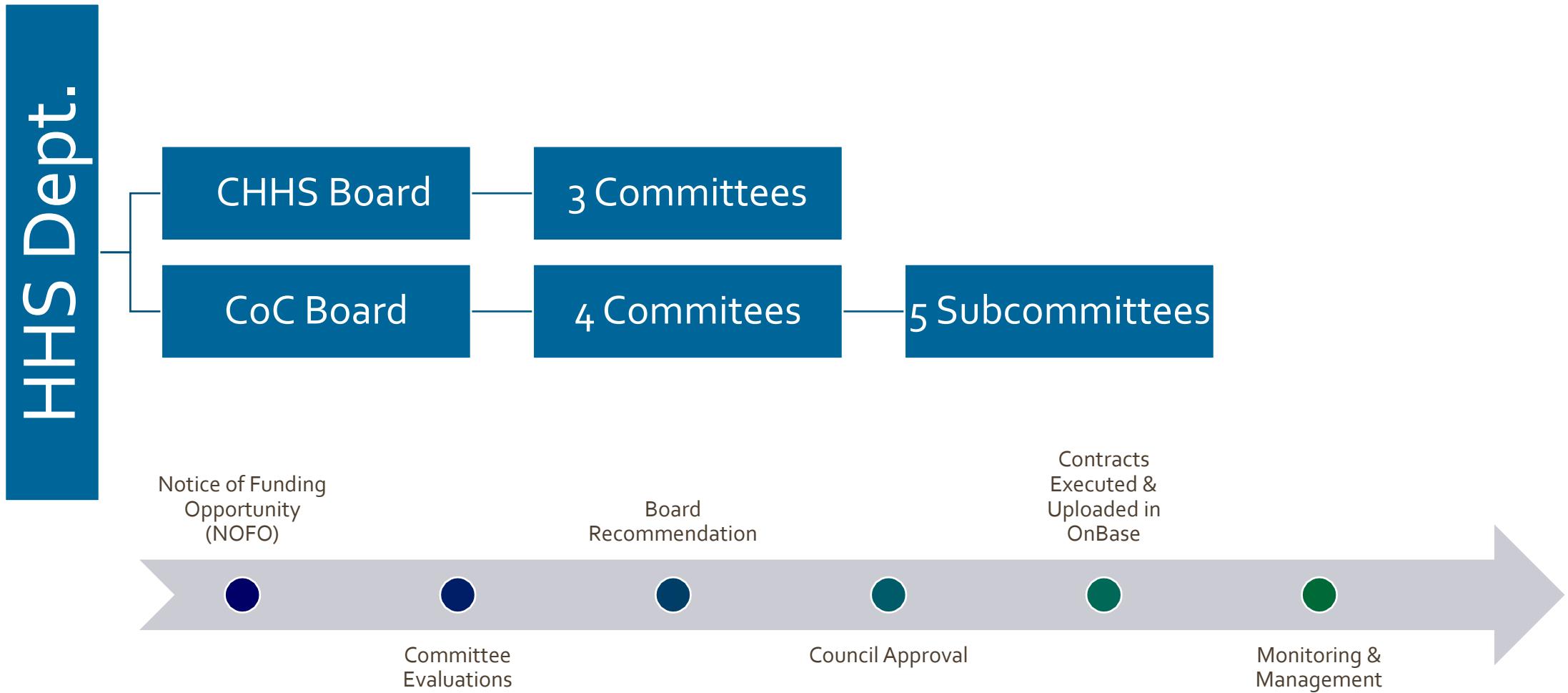


Housing & Homeless Services At-A-Glance

January 26, 2026



CHHS & Board Relationships





Highlighted Investments/Initiatives

HEART Funds

- \$17,000,000 Activated for Affordable Housing Development

Scattered Sites Pilot

- Opened 8 sites totaling over 200 beds

ERP Program

- Designated and cleared 10+ camps with 80% placement success

Regional ILA

- Cemented collaboration with Spokane County & Valley

Navigation Center

- Day time space and support services

Coordinated Street Outreach

- 7 days a week coordinated with Code & SPD

Opioid Investments

- \$3.3 Million awarded to support treatment and stabilization

HMIS Data

- Increased Transparency and Quality



Data Links:

- [Coordinated Outreach PowerBI](#)
- [HMIS Quarterly Reports](#)
- [Homelessness Dashboard - County Health Insights](#)
- [City Funded Homeless & AH Projects](#)

2025 LSA Data – Key Indicators

Measure	2024	2025	+/-
Individuals Served	7,221	6,430	11% 
Percent of Individuals Exiting to Permanent Housing	22%	29%	31.8% 
Percent of Individuals exiting emergency shelter to permanent housing	7%	13%	85.7% 
Returns to the System in first 130 days	7%	4%	42.9 % 
Percent of Individuals Exiting PSH to Permanent Housing (independent)	37%	57%	54% 

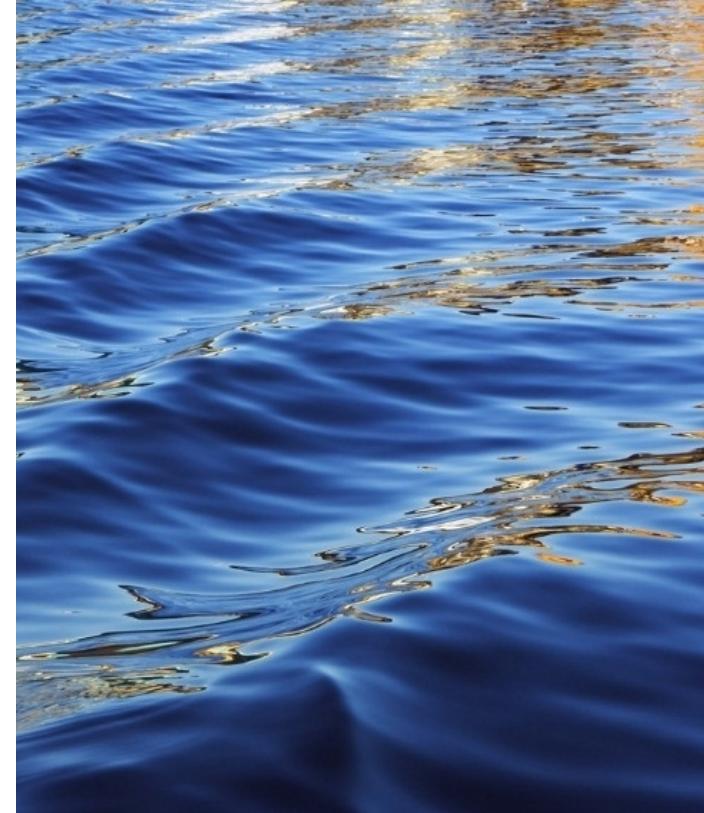


Data Quality has also increased 67.5% from 2023 LSA data based on HUD flags for data validation



Questions

dkinder@spokanecity.org





Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/09/2026

Submitting Dept	CITY COUNCIL		Date Rec'd	1/21/2026
Contact Name/Phone	CHRIS WRIGHT 625-6210		Clerk's File #	RES 2026-0009
Contact E-Mail	CWRIGHT@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Resolutions		Project #	
Council Sponsor(s)	BWILKERSON KKLITZKE		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	RESOLUTION ADOPTING AMENDMENTS TO COUNCIL RULES OF PROCEDURE			

Agenda Wording

A Resolution adopting various amendments to the City Council's Rules of Procedure.

Summary (Background)

Per Section 9 of the City Charter and Section 02.01.050 of the Spokane Municipal Code, the City Council has authority to adopt rules of procedure. The City Council typically adopts new rules of procedure annually, in the form of a resolution adopting rules reflecting agreed amendments. The amendments for 2026 include both technical corrections and modifications as well as substantive changes in procedure, including the following substantive changes: (1) Reducing the number of published agendas to two ("Draft" and "Final") and making corresponding changes throughout the rules. Legislation not appearing on the draft or final agenda will be publicized via a method developed by the Council Office Director and the City Clerk; (2) Provides for change of evening legislative session to Tuesdays on June 1, 2026; (3) Adds special expedited provisions for placing items on legislative agenda relating to emergency declarations and year-end budget matters; (4) Provides formal process for change of sponsorships; (5) Provides formal process for calling of special sessions by majority of council members; (6) Clarifying mechanism for abstentions; (7) Extensive rewrite of Rule 3 to distinguish between legislative hearings and adjudicative hearings; (8) Modifications to procedure for amendments and substitutions, and allowing certain technical changes or additions to legislative items without a formal motion to amend, and adding language to allow items to be rejected if agenda sheet is not complete; (9) Switches meeting days of PIES and Urban Experience Committees; (6) Adds language in Rule 7.3 relating to council staff to conform to new ordinance.

What impacts would the proposal have on historically excluded communities?

The council is always striving to ensure ready access to its proceedings by all persons as well as transparency regarding proposed legislation. The proposed rules for 2026 maintain council's commitment to these principles, which benefit all city residents, including historically excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

No specific data will be collected, although council generally hears from constituents when its rules hamper public interaction with the council.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

See response above.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Adoption of council rules is consistent with Section 9 of the City Charter and Section 02.01.050 of the Municipal Code.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Not applicable

Amount**Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor**Distribution List**

RESOLUTION NO. 2026-0000

A Resolution adopting various amendments to the City Council's Rules of Procedure.

WHEREAS, pursuant Section 9 of the Spokane City Charter and Section 02.01.050 of the Spokane Municipal Code, the city council establishes its rules of procedure; and

WHEREAS, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

WHEREAS, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2026 City Council Rules of Procedure.

Adopted by the City Council this ____ day of February, 2026.

City Clerk

Approved as to form:

Assistant City Attorney



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2026 revision, adopted XXX by Resolution No. 2026-XXXX)

Table of Contents

RULE 1 - GENERAL PRINCIPLES	4
Rule 1.1 PURPOSE	4
Rule 1.2 DUTY OF MUTUAL RESPECT	4
Rule 1.3 DUTY OF ETHICAL CONDUCT	4
Rule 1.4 ROBERT'S RULES OF ORDER	5
Rule 1.5 AMENDMENT OF COUNCIL RULES	5
Rule 1.6 EFFECTIVE DATE, EFFECT ON PENDING LEGISLATION	5
RULE 2 – MEETINGS	5
Rule 2.1 PLACE AND TIME OF MEETINGS	5
Rule 2.2 OPEN FORUM	6
Rule 2.3 ADJOURNMENT OF MEETINGS	8
Rule 2.4 SPECIAL MEETINGS	8
Rule 2.5 STUDY SESSIONS	9
Rule 2.6 QUORUM	9
Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS	9
Rule 2.8 FUNCTIONS OF MEETING AGENDA	10
Rule 2.9 INTRODUCTION OF ITEMS	10
Rule 2.10 AGENDA PROCESS	11
Rule 2.11 NOTICE BY AGENDA	13
Rule 2.12 SPECIAL MEETING NOTICES	13
Rule 2.13 THE CHAIR	14
Rule 2.14 ORDER OF BUSINESS	14
Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS	16
Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS	19
Rule 2.17 VOTING, EFFECT OF DEFERRAL	20
Rule 2.18 SUSPENSION OF THE RULES	21
Rule 2.19 RECONSIDERATION	22
Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS	22
Rule 2.21 COUNCIL MEMBER PARTICIPATION IN MEETINGS; DEBATE	22
RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS	23
RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS	26
Rule 4.1 UPLOADING ITEMS FOR COUNCIL CONSIDERATION	26
Rule 4.2 AMENDMENT AND SUBSTITUTION	27
Rule 4.3 SUBJECT MATTER	29
RULE 5 – PROCESSING ORDINANCES	29

Rule 5.1	PUBLICATION, SIGNATURE AND RECORDING.....	29
Rule 5.2	VETO.....	29
RULE 6 – COMMITTEES		30
Rule 6.1	STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP	30
Rule 6.2	COMMITTEE PROCESS	30
Rule 6.3	INTER-GOVERNMENTAL COMMITTEES AND BOARDS	32
Rule 6.4	AD HOC COMMITTEES AND WORKING GROUPS.....	32
Rule 6.5	BOARDS AND COMMISSIONS APPOINTMENT PROCESS.....	33
RULE 7 – MISCELLANEOUS		33
Rule 7.1	COUNCIL POSITION VACANCY.....	33
Rule 7.2	COUNCIL MEMBER DISCIPLINE	34
Rule 7.3	COUNCIL STAFF	34
Rule 7.4	COUNCIL OFFICE BUDGET	35
Rule 7.5	COUNCIL MEMBER AND STAFF ORIENTATION.....	35
Rule 7.6	COUNCIL MEMBER RESPONSIBILITIES	36
Rule 7.7	CITY COUNCIL PLANNING.....	37
Rule 7.8	LEGAL INQUIRIES	37

RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these rules to govern the conduct of city council business. These rules do not confer upon any person who is not a member of the council any right to a particular procedure, nor do they affect the validity or legality of any council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

During council meetings, it is the duty of each council member to treat each other, city staff, board and commission appointees, and the public with respect, and to uphold both the spirit and letter of these council rules. Likewise, all persons who attend a council meeting or interact with council members or council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit "Unlawful harassment" as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a council member or staff such as personal telephone numbers or home addresses without the permission of the council member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

A. Each council member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the city including, without limitation, chapter 01.04B, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a council member have a conflict of interest or become aware that they have or may have a conflict of interest, that council member shall promptly inform the council of the conflict of interest and may abstain from any council action in connection with that matter consistent with Rule 2.17.

B. Confidential information.

1. No council member may disclose confidential information, including attorney client privileged communications, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the city council may, upon the affirmative vote of five (5) council members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).
2. For purposes of these rules, "confidential information" has the same meaning as the term is defined in SMC 01.04B.020(I) and SMC 01.04B.050(I).

C. No council member may use or authorize the use of facilities of the city, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a council meeting, so long as such conduct does not include the display of signs and/or disrupt the council meeting. Further, these rules do not prohibit the city council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions, consistent with RCW 42.17A.555.

Rule 1.4 ROBERT'S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert's Rules of Order, Newly Revised, 12th Edition*. Any determination by the council president or presiding officer on a rule of procedure may be challenged by a motion as provided in Rule 2.13 (Chair).

Rule 1.5 AMENDMENT OF COUNCIL RULES

These rules may be amended at any time by resolution of the city council. Suspension of the rules shall be pursuant Rule 2.18.

Rule 1.6 EFFECTIVE DATE, EFFECT ON PENDING LEGISLATION.

The effective date of these rules is January 1, 2026. All legislation and supporting materials timely submitted prior to the effective date of these rules shall be deemed timely submitted under these rules.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

A. As provided in SMC 02.01.010, the regular legislative meeting of the city council is at 6:00 p.m. every Monday in the council chambers. If a Monday is a city holiday, that week's regular meeting may be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the council president.

Commencing June 1, 2026, the regular meeting of the city council is at 6:00 p.m. every Tuesday in the council chambers. If a Tuesday is a city holiday, that week's

regular meeting may be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the council president.

- B. As provided in SMC 02.01.010, in addition to the regular legislative meeting, the City Council shall hold a session titled “agenda review,” to consider amendments, deferrals and other changes to published council agendas for the following weeks. Agenda review shall begin at three-thirty (3:30) p.m. each Monday. The agenda review session may also be used to receive staff reports on matters of interest, committee reports, background information from staff regarding matters appearing on the published council agendas. At this time, any council member may make a motion to defer, refer, or withdraw an item on an agenda. Any deferral of an item on the final agenda for the purpose of accommodating future amendments requires at least a two-week deferral. Once the agendas have been reviewed, the city council shall approve the agendas, with any modifications, by motion.
- C. If two or more consecutive regular meetings are canceled, the council president has the discretion to cancel the preceding or following agenda review session due to lack of business. Agenda review may be cancelled at the discretion of the Council President to accommodate City holidays.
- D. At the conclusion of the agenda review meeting or at other time properly announced, and absent objection from the majority of the council, the council president or presiding officer may call convene an executive session consistent with the Open Public Meetings Act (“OPMA”). Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The council president determines which person(s) shall attend each executive session, absent an adopted motion by the council to override the council president’s determination. However, all council members and city attorneys shall be permitted to attend.
- E. The 6:00 p.m. council session is the legislative session, during which the council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The council president may combine specific agenda items for purpose of public comment and voting, absent an objection that is sustained by a majority of council members present.
- F. The council members from each district shall have the opportunity to schedule at least one community engagement meeting in their district and, so long as all council members are invited to such meeting, to use council resources and staff to schedule and conduct such meetings.

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council may recess briefly and then shall convene for an open forum, unless a majority of council members vote

otherwise. The open forum shall have twenty (20) spaces available. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council "Town Hall" meeting contrary to Rule 2.14.F.

- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting. Members of the public can sign up for open forum via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.
- C. No responses from council members, other than a statement of council members' intent to address the matter in the future or points of order will be permitted by council members during an open forum, unless the question is likely to be of concern by the broader community and can be quickly clarified from the dais by the Council President or whomever she recognizes for such purpose.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the city. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, which may be overridden by a majority vote of the council members present, no person shall be permitted to speak in open forum regarding items on any published agenda. No person may speak at open forum regarding pending hearing items. No person shall be permitted to speak in open forum regarding candidates, initiatives, or referenda in a pending election. Legal or personal matters between private parties that do

not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

- E. No person shall be permitted to display visual information during open forum, including but not limited to photographs, presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

Rule 2.3 ADJOURNMENT OF MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled council meeting.
- B. Any meeting may be adjourned prior to the completion of the city council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.
- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the council president, or in the president's absence any member, or if there are no council members present then the city clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the city council's agenda, all matters on the agenda not disposed of shall be continued to the next scheduled meeting or to a properly noticed special meeting. The city clerk or other person designated by the city clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the council's regular meeting shall be adjourned by motion and action shall be continued to the next legislative session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able

to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the council president or presiding council member.

- F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the council president or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Pursuant to Section 10 of the Spokane City Charter, special meetings may be called by the city clerk on the written request of the mayor, council president, or a majority of council members. Special meetings may be called by a majority of council members as follows:

1. An individual council member shall notify the City Clerk of that council member's wish to call a special meeting at a particular day and time to transact particular business;
2. Upon receipt of the request from the individual council member, the city clerk will notify other council members of the request for a special meeting, stating the requested day and time of the meeting and the particular business to be transacted, and shall ask the other council members if they agree to the request for a special meeting;
3. Upon receipt of the consent of at least three other council members to the request for a special meeting, or upon receipt of consent to a request to an alternative day and time and alternative business to be transacted by at least four council members, the city clerk shall notify council members, the media and the public of the scheduling of a special meeting.

Notification under this section may be in writing or via electronic mail. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules.

Rule 2.5 STUDY SESSIONS

From time to time, after consultation with all council members' offices, the council president may schedule a study session of the city council to receive information on staff matters, staff briefings, and enable discussion among council members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, and

including no council action to dispose of any item unless the study session was noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the council president or by a vote of the majority of council members present at a public meeting of the council.

Rule 2.6 QUORUM

A quorum is four (4) or more council members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these rules. Service animals are permitted to accompany people with disabilities in city council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a city council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- C. When it is not obvious what service an animal provides, city staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the

premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When one of these situations exists, city staff shall offer the person with the disability the opportunity to be present at the city council meeting without the animal's presence.

- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a city council meeting.
- G. City staff and council members shall not be required to provide care or food for a service animal at a city council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

- A. The council, with the assistance of the city clerk, shall publish two agendas each week for regular council meetings, the "final agenda" and the "draft agenda." The approved draft agenda becomes the final agenda for the next council meeting. The agendas serve to introduce items to the council, to establish the order of business and to give notice to the public as required under RCW 35.22.288. The notice of a special meeting is the agenda for such meeting.
- B. In addition to the final and draft agenda, the Council Office Director shall work with the City Clerk to regularly publicize legislative items scheduled for future council consideration on a date beyond those reflected in the final and draft agendas.

Rule 2.9 INTRODUCTION OF ITEMS

- A. Legislation shall only be placed on a regular legislative meeting agenda by the council president or any council member through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). Except as provided elsewhere in these rules, no resolution or ordinance may appear for consideration on a legislative agenda for consideration by the full council unless (1) it has first been presented in a committee or study session, (2) is sponsored by at least two (2) council members, and (3) is in final (or close to final) form.
- B. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be added to a draft legislative agenda prior to being presented at a committee or study session with either (i) prior written permission from all the council sponsor(s) or (ii) the council president. Notwithstanding the accelerated placement on a draft legislative agenda, the matter must still be heard in committee and sponsored by at least two (2) council members, absent suspension of the rules by the council.
- C. Regular meeting agendas are prepared by the city clerk in the manner and format prescribed by the city council and consistent with council administrative policies

and procedures and these council rules.

- D. The term “legislation” in these rules means any ordinance, resolution, contract approval, approval of claims, board and commission appointments, and special considerations.
- E. Resolutions to ratify, reject or modify an emergency declaration pursuant to Section 02.04.060 SMC may be placed on the next council agenda at any time with two (2) council sponsors and without appearing in committee.
- F. Special budget ordinances necessary to comply with year-end budget reporting or reconciliation (e.g., carryover special budget ordinances) need not be reviewed in committee before placement on the council agenda, and may be placed on the council agenda the Friday prior to scheduled council action after presentation to the Finance Committee Chair, Finance Committee Vice-Chair and the Council Budget Director at least one week prior to submission to the council agenda.

Rule 2.10 AGENDA PROCESS

- A. The process of submitting agenda items and preparing the agenda for all council meetings shall be consistent with these rules and any administrative policies and procedures governing council meetings and agenda items. In a conflict between these rules and an administrative policy and procedure, these rules shall control.
- B. Except as otherwise provided in Rule 2.9 (Introduction of Items), no agenda item, other than weekly reports of the mayor of pending claims and payments, payroll claims, board/commission/committee appointments, initiative and referendum matters, and letters appearing under special considerations, may appear on a council legislative agenda without (i) first appearing on a standing committee agenda and (ii) meeting the requirements to emerge from the standing committee, as provided in paragraph F of Rule 6.2 (Committee Process). Mayoral nominations and appointments do not require council sponsors, and shall appear on the council agenda upon submission by the Mayor in the manner provided under the City Charter.
- C. Agenda items submitted to a standing committee’s agenda must be submitted to the standing committee associated with the division from which the agenda item originates, as illustrated in Attachment A. For purposes of this rule, special budget ordinances (SBO) are assigned either to the committee of the underlying department whose appropriation(s) are affected by the SBO, or the Finance & Administration Committee.
- D. Agenda items may be submitted to a standing committee other than the committee ordinarily assigned with the permission of the chair of the appropriate standing committee and the permission of the chair of the committee to which the item is

being submitted. Items uploaded by the Mayor's office shall be submitted to the committee to which the division most affected by the item is ordinarily assigned. The Council President shall have the power to resolve any dispute or uncertainty regarding application of this rule.

- E. Proposed agenda items are added to a final committee agenda after securing confirmation from at least one council member that they will sponsor the item for committee.
- F. To move out of a standing committee and onto a legislative agenda, resolutions and ordinances must secure two (2) council sponsors.
- G. At any time before the draft agenda is approved as the final agenda, a council member may remove or add their sponsorship of an agenda item by notifying all council members and the city clerk by email. Change of sponsorship after approval of the draft agenda, or more than two days after any amendment of the legislative item, whichever is later, shall be by a motion approved by a majority of council members. If removal of the sponsorship deprives the legislation of requisite sponsors, and no additional council member(s) add their name as a sponsor, the matter is referred back to the committee of origin.
- H. The timeline and process for formalizing standing committee meeting agendas is as follows:
 - 1. No later than 5:00 p.m. on the Wednesday immediately preceding the desired committee meeting, suggested agenda items (for both consent and discussion items) shall be uploaded into OnBase.
 - a. At that time, the agenda sheet template should be filled out completely and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
 - 2. By 9:00 a.m. on the Thursday immediately preceding the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to the final committee agenda at the discretion of the committee chair or their designee.
 - 3. Items originating from the council office are not required to gain administration OnBase approvals to be added to a committee agenda.

4. If administration staff need help identifying a sponsor, they should consult with the committee chair, vice chair or their legislative assistants.
5. After the final committee agenda is created, council staff circulates the final committee agenda by no later than close of business on the Friday immediately preceding the committee meeting.
6. Any deviation from the timeline for submitting agenda items (submitting agenda items past the deadlines, for example) must be approved by the committee chair or their designee.
 - I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Where indicated, a plain language summary shall be provided to accurately describe the item to make it easily understood by the public. The council president or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the council. The council director or designee, the city clerk and city attorney's office staff may edit agenda items for technical, grammatical or typographical errors.
 - J. Regardless of adherence to the submission deadlines set forth in Rule 2.10 (Agenda Process), the committee chair may allow or exclude from a committee agenda any item not containing a fully completed agenda sheet, including items containing incomplete answers or fiscal information. Any council member may object to appearance of a legislative item on a published draft agenda that lacks a fully completed agenda sheet, including items containing incomplete answers or fiscal information. Such objection, when made, shall be recognized by the council president or presiding officer, who shall rule on the objection and whose ruling is subject to appeal.
- K. Each council member shall have the continuing duty to be familiar with all agenda items and all accompanying information.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every council member, council staff, the mayor, the city attorney, and to all parties who have on file with the city clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The council shall not consider or make final

disposition of any matter not included in the notice. Notices of special meetings are prepared by the city council office staff and issued by the city clerk's office. Submission of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The council president, or in their absence or incapacity, the council member selected by the council to serve as council president *pro tem* pursuant to SMC [02.005.020](#) (each of whom is referred to in these rules as "the chair") shall preside over meetings of the council and cause the business of the council to be transacted in accordance with these rules. The presiding officer may yield the chair to another council member to conduct a portion of the meeting. If the council president *pro tem* is unavailable, the council member with seniority of tenure on the council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the city council's policy advisor and/or a city attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any council member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then, when the appeal is debatable per Roberts Rules of Order, the member appealing has the floor to open debate on the appeal. Upon the close of debate, the council shall vote on whether to sustain the chair's ruling.
- C. The chair may not make a motion. The chair may second a motion. The chair may vote as any other council member.
- D. The chair has the authority to declare the council at ease or to declare a recess of any council meeting in the appropriate circumstances, including when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings). The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule, the chair will be guided by the council's intent to support robust public, peaceful participation by the public.

Rule 2.14 ORDER OF BUSINESS

A. Agenda Review.

The council will meet each week on Monday to review the final and draft agendas for the next two regular legislative sessions. The meeting chair may make adjustments to the order of business as needed. The regular order of business in an agenda review meeting

is as follows.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or council member briefings regarding matters on either of the draft agendas, as may be requested by council members;
4. Discussion of and any adjustments to the final or draft agenda;
5. Approval by motion of the draft agenda as final and the final agenda as amended.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. (See also Rule 2.1.D, Meetings). The meeting minutes shall record the announced purpose of the executive session as well as the time that executive session began and ended.

C. Legislative Session.

The regular order of business in a legislative session is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Land Acknowledgement;
2. Pledge of Allegiance;
3. “Poetry at the Podium,” words of inspiration, and special introductions;
4. Roll call to establish the presence of a quorum;
5. Reading of proclamations and salutations;
6. Reports from community organizations;
7. Announcement of adjustments to the agenda;
8. Council appointments and consideration of mayoral appointments;
 - a. Testimony from members of the public concerning the appointments;

- b. Request(s) by an individual council member, if any, to consider any specific appointments separately;
 - c. Action on the appointments;
- 9. Consent Agenda;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual council member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
- 10. Reading of each legislative item by the city clerk;
 - a. Testimony from members of the public concerning the agenda item;
 - b. Deliberation by council, and such further dialogue with staff and community members as council may desire, including any motions by council members concerning the agenda item; and
 - c. Vote.
- 11. Special Considerations, Public Hearings;
- 12. Open Forum; and
- 13. Adjournment.

D. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the council.

E. All city council appointments or mayoral appointments which require city council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the city clerk, and the city attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- A. Members of the public may address the council regarding the following items during the council's legislative session: board and commission appointments, the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, review of mayoral vetoes, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the final or draft agendas.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide a name as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the city clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the

Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.

- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including testifying at open forum and offering written testimony, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.
- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council

pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.

- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term "facilities" includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules. Nothing in this rule prevents public comment regarding a council resolution or statement concerning any ballot proposition, so long as such public comment is confined to the merits of the council action and not the merits of the ballot proposition.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting. Members of the public can sign up to give testimony on legislative items via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in this paragraph. Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony is limited to three (3) minutes per speaker for hearings and legislative items under consideration. For the consent agenda, first reading of ordinances or special consideration testimony is limited to two (2) minutes per speaker. The

chair, absent a majority vote of the council, has the authority to lower the per speaker time limit by announcing the new, lower time limit at the legislative session. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.

- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the council.
- D. No person shall be permitted to display visual information during their testimony, including but not limited to photographs, presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncilspokanecity.org.
- E. For public hearings required by state law, the chair may institute special rules for testimony.
- F. Testimony at council committee meetings shall be governed by Rule 6.2.
- G. Members of the public may provide written testimony for any agenda item. Written testimony can be provided to the council by sending it via regular mail, delivering it to the city clerk at a regular meeting of the council, or emailing comments to testimony@spokanecity.org. To be included in the final agenda packet, written testimony on an agenda item must meet the following criteria:
 - 1. Be delivered to the council via email at testimony@spokanecity.org;
 - 2. Include a title that clearly identifies the agenda item(s) to which the commenter is submitting testimony (e.g. "Written Testimony on Resolution 2025-0001");
 - 3. Include the name of the submitter;
 - 4. Does not include photographs, presentations, videos, or other media; and
 - 5. Be received in the testimony@spokanecity.org inbox no later than 5:00 p.m. on the Wednesday immediately preceding the legislative meeting on which the item is to appear on a final agenda.

Written comments that fail to meet any of the above criteria will not be included in the final agenda packet but should be distributed to the council via email.

Rule 2.17 VOTING, EFFECT OF DEFERRAL; ABSTENTION

- A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081, RCW 35.33.091), and unless otherwise provided herein, all motions must receive at least four (4) affirmative votes to pass.

- B. If a motion receives less than the required number of affirmative votes, it shall be declared that the motion failed and the status quo shall prevail.
- C. Upon a tie vote, the status quo prevails on the matter upon which the vote was cast.
- D. Any legislative item may be deferred indefinitely or to a specific future legislative session date by motion. Any legislative item deferred indefinitely may be returned to a draft council agenda by a motion by a council member who was on the prevailing side of the original vote to defer the item. A motion to return the item to the council agenda must be presented within six (6) months of the initial deferral and adopted by four affirmative votes. Any item not returned to the council agenda within six months after the initial deferral shall be considered not adopted and may only be returned to the council agenda after introduction pursuant to Rule 2.10 (Agenda Process). Legislative items governed by Section 24 of the City Charter may only be deferred in a manner consistent with the charter.
- E. Any legislative item may be referred to a specific future standing committee meeting by motion. Items referred to committee are automatically included on the agenda of the committee to which the item is referred. To move out of the committee and onto a legislative agenda, the item must secure the minimum number of sponsors pursuant to Rule 2.10 (Agenda Process).
- F. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the council chambers.
- G. In all cases of voting by other than voice vote, the city clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, the chair shall announce, and the record shall reflect, the vote. Regardless of method of voting, each council member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.
- H. A council member may abstain from deliberating and voting on any matter before the council if they have a direct personal or financial interest in the matter before the council which is not held in common with other members of the council. In order to abstain from deliberation and voting, a council member must describe to the council the basis for the abstention in an open public meeting prior to the vote. A member who abstains from deliberation and voting on a matter may participate in any procedural vote related to the same matter, other than a motion to amend the item or to postpone it indefinitely.

Rule 2.18 SUSPENSION OF THE RULES

These rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of five council members. Motions to suspend the rules must specify the general purpose of the suspension and, if adopted, shall apply only to the next pending question. No debate on a motion to suspend the rules shall be allowed. Following an adopted motion to suspend the rules, the companion main motion prompting the need for a rules suspension may be presented and disposed of by council. A motion to suspend the rules shall not be combined with any other motion.

Rule 2.19 RECONSIDERATION

All legislative decisions of the city council, including consent items, ordinances, resolutions, veto overrides, and hearing items are final, except that a council member on the prevailing side of a vote or who had an excused absence during the vote may move for reconsideration of all legislative decisions, other than veto overrides and mayoral appointments, within 15 days of council consideration or prior to the mayor's action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent any council member from otherwise submitting an ordinance or resolution to repeal or modify a prior city council legislative action so long as such repeal or modification is added to the committee and council agenda as provided in these rules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A council member may participate telephonically and/or virtually in all or part of a council meeting if:
 1. Prior approval is given by the council president or committee chair, as applicable, whose approval shall not be unreasonably withheld;
 2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
 3. The council member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the council meeting related to the topic to which the council member is voting on.
- B. Any technical prohibitions or difficulties that prevent all parties present at the council meeting from adequately communicating with one another will negate any authorization previously given by the council president.

Rule 2.21 COUNCIL MEMBER PARTICIPATION IN MEETINGS; DEBATE.

- A. Debate shall be governed by Robert's Rules of Order, Newly Revised (12th Ed.) except as set forth under this rule. During committee meetings, legislative sessions, and agenda review, council members may only speak to any pending question after being recognized by the chair or presiding officer. Absent permission from the chair or presiding officer, no council member may speak to any pending question more than twice, and on each occasion shall be limited to 10 minutes.
- B. During commentary, discussion and debate, council members shall confine all remarks to the question under debate.
- C. Committee meetings are an opportunity for council to question staff and other permitted speakers regarding any proposed legislative item. Discussion shall be regulated by the chair, who shall ensure all council members have an equal opportunity to participate and ask questions. At committee meetings, council members are permitted to engage in debate regarding any legislative item subject to the general rules of debate above.
- D. Agenda review meetings are an additional opportunity for council to question staff and other permitted speakers regarding any proposed legislative item. Any council member wishing to have an item on a draft agenda briefed by staff at agenda review shall submit the request in writing to the City Administrator and Council Office Director by 5:00 p.m. the day immediately preceding the agenda review session. Other than questions directed to staff, discussion at agenda review sessions shall be confined to debate on motions to adjust the agenda or to amend or substitute legislative items.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Council conducts two types of hearings: (1) legislative hearings and (2) adjudicative hearings. Where procedures for legislative hearings and adjudicative hearings have been established by ordinance or statute, the council shall follow those procedures. If a conflict arises between the ordinance or statute, on the one hand, and these council rules, on the other hand, the ordinance or statute shall prevail. Where there are no established or statutory procedures for an adjudicative hearing or legislative hearing, the council shall implement the following procedures.
- B. Legislative Hearings. “Legislative hearings” are hearings where the city council, sitting as the legislative body of the City, is required to conduct one or more public hearings prior to taking legislative action. Examples of legislative hearings include, but are not limited to, hearings required under RCW 35.13.182 (annexation), RCW 35.34.090 (biennial budget); RCW 35.79.030 (street vacations); and RCW

36.70A.390 (interim zoning).¹

1. For legislative hearings, the following procedure shall be observed to the extent consistent with the matter before the council:
 - a) Reading of the legislative matter by the Clerk;
 - b) Announcement and opening of the hearing by Council President or presiding officer;
 - c) Receipt of staff reports, if any;
 - d) Receipt of public testimony (3 minutes per speaker);
 - e) Motion to close or continue hearing; and
 - f) Motion to approve, modify, reject or adopt the legislative item.
2. Motions to close, re-open or continue a legislative hearing shall be approved by majority vote.
3. Oral public testimony on the item shall not be accepted or solicited by the council as a whole outside of the legislative hearing; provided, individual council members may communicate with members of the public on any legislative hearing matter. All public testimony shall be provided consistent with Rule 2.16 (Public Testimony Regarding Legislative Agenda Items).
4. Individual council member conduct with respect to any matter subject to a legislative hearing shall be the same as any other legislative matter and shall be governed by Rule 1.3 (Conflicts of Interest).

C. Adjudicative Hearings. “Adjudicative hearings” are quasi-judicial hearings involving named parties, and council is often sitting in an appellate capacity. Examples of adjudicative hearings include, but are not limited to, appeals under SMC 17G.061 (land use applications) and appeals under SMC 13.02.0246 (solid waste collection rates). For adjudicative hearings, the following procedure shall be observed, to the extent consistent established or statutory procedures:

1. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. No person shall be allowed to discuss any matter pending hearing with any member or members of the council except in the council chambers in the regular course of a council meeting. Each council member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the council member shall immediately make a note of the contact and shall at the beginning of the council’s hearing on the matter announce the fact of the contact, the

¹ A complete list of municipal actions requiring a hearing can be found in “Local Ordinances for Washington Cities and Counties,” Appendix C, published by the Municipal Research and Services Center (MRSC) (2016).

identity of the person, and the substance of the communication. If the communication be in written form, the council member shall as soon as possible file it with the city clerk.

2. When the council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every council member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A council member shall not be briefed by anyone except in an open meeting.
3. Council members shall disqualify themselves from participating in an adjudicative hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include pre-judgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.
4. Council members who become aware of circumstances which might appear to disqualify them in a matter pending an adjudicative hearing can either disqualify themselves or explain the circumstances before the hearing and let the rest of the council, by majority vote, decide whether they can participate. Should any council be aware of circumstances which might appear to disqualify another council member, that council member may request by motion that the other council be disqualified from participating in the matter, which motion must be approved by at least four (4) council members. The council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the adjudicative hearing and during discussion and voting.
5. In all adjudicatory appeals, council members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).
6. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

- a) Oral argument on appeal is limited to parties of record.

- b) Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the city council is not deducted from the time allowed for argument.
- c) Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
- d) No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
- e) The city council may not consider any new facts or evidence on appeal. The city council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the city council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
- f) Supplemental documents.
- g) The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.
- h) Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
- i) The city clerk distributes such memoranda and responsive documents to all parties to the appeal, the city council, the city attorney, the planning director, and the hearing examiner.
- j) Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

7. The city council may supplement these rules in a case-by-case situation in order to provide due process to all participants in an adjudicative hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 UPLOADING ITEMS FOR COUNCIL CONSIDERATION

- A. All council agenda items, including ordinances and resolutions shall be uploaded into OnBase as provided in Rule 2.10 (Agenda Process).
- B. After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the council office director, or their designee, will approve items to move forward to the city clerk for consideration at a future council legislative session. All items, whether discussion or consent, will remain in the council queue and will not advance toward a legislative agenda until having gone through committee unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).
- C. To accommodate narrow construction or procurement windows, engineering construction contract items may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the council office director, or their designee, for submission to the city clerk for consideration at a future council legislative session.
- D. An ordinance or resolution must have been filed with the city clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the city clerk for at least three (3) business days, including the day of the council meeting.
- E. If an ordinance or resolution, or an amendment to an ordinance or resolution, has not been on file with the city clerk for at least three (3) business days, a council member may request that the ordinance, resolution or amendment be read in full prior to consideration by the council. Absent a request by a council member for a full reading, any ordinance or resolution (including any amendments) that has been submitted to the agenda as provided under these rules may be considered after reading of the title or a summary.
- F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the city clerk, specify the committee of origin for the ordinance or resolution and the names of the council members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of rules), every ordinance or resolution must be first presented in a committee before it may appear on the council's agenda for first reading (for ordinances) or for council consideration (for resolutions).
- G. Each ordinance or resolution which would have an impact on the fiscal condition of the city must note that fact on the agenda sheet and be accompanied by a brief

description of the fiscal impact of the ordinance or resolution on the current year's budget.

H. At the time of submission of a legislative discussion item to the council agenda, the record relating to the item must reflect compliance with Rule 2.10.K (Public Comment).

Rule 4.2 AMENDMENT AND SUBSTITUTION

A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the council, and may be offered by motion by any council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Board, commission and mayoral appointments are not subject to amendment or substitution. Amendments and substitutions are permitted only as provided in this Rule 4.2.

B. Every proposed amendment shall be in writing and circulated by the proposing council member or their legislative assistant to the city clerk and city council members and staff prior to 5:00 p.m. on the Wednesday immediately preceding the item appearing on the updated draft agenda; provided, amendments making clerical or technical corrections may be articulated orally during debate. Any amendment submitted after the 5:00 p.m. Wednesday deadline, if adopted by council on the Monday immediately following the deadline, shall result in that legislative item being deferred to the next regular council legislative agenda. The purpose of this rule is to ensure, to the extent possible, publication of a final agenda without legislative items that are subject to pending amendments or substitutions.

C. Proposed amendments shall be included in the draft agenda packet for the benefit of public review and council consideration and shall be identified by the city clerk file number and the council member proposing them (e.g., "ORD CXXXXX (SMITH Amendment"). Every proposed amendment must include a brief "purpose statement" at the top of the first page explaining the reasons for the amendment and/or changes associated with the amendment. In addition, each amendment must be circulated in "clean" and "redline" format, with the redline version showing changes from the version of the legislation as it currently appears in the agenda. The Clerk shall include only the "redline" version of the proposed amendment in the draft agenda, and, if the amendment is adopted, shall include the "clean" version in the final agenda.

D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on a draft council agenda may be submitted by the majority of sponsors of the ordinance or resolution without council approval, so long as the substitution is in writing and circulated by the proposing council member or their legislative assistant to all council members and the city clerk by no later than 5:00 p.m. on the Wednesday immediately preceding the meeting at which the ordinance

or resolution is to appear on a draft agenda.

- E. A portion or all of any consent, grant or contract agenda legislative item may be updated with current documents and materials without a motion for amendment or substitution with the approval of the Office Director or his designee if (1) the substitution is intended to make technical corrections in contract or grant materials and (2) the substitution does not result in a material increase in the amount or the term of the contract. Upon approval to make changes, the submitting department shall arrange for the agenda sheet to be updated in OnBase as "revised" and corresponding changes to be highlighted.
- F. Proposed amendments to the biennial budget or mid-biennial budget modification may be considered and adopted by a simple majority vote if (1) circulated no later than noon on the Friday prior to final council consideration of the biennial budget or mid-biennial budget modification and (2) will not be subject to automatic deferral upon adoption.
- G. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.
- H. Amendments and substitute versions not timely filed with the city clerk before the meeting, whenever reasonably possible, shall be posted for public viewing on the city council Facebook page or other similar channels so that interested members of the public may review during council's consideration of the matter.
- I. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause by amendment requires the ordinance to be deferred to allow public hearing.

Rule 4.3 SUBJECT MATTER

The council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the city council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any city policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the city council shall, within five (5) days thereafter, be presented to the mayor.

B. An ordinance:

1. Making the annual tax levy,
2. Adopting the original annual budget,
3. Making appropriations,
4. Implementing a local improvement district or confirming the assessments therefor,
5. Which is an emergency or special budget ordinance,
6. Which is an emergency ordinance, or
7. Which has been approved by the electors by referendum or initiative shall become effective immediately upon passage.

C. Ordinances signed by the mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the city clerk for recording and publication if not already published.

D. Ordinances not signed by the mayor after ten (10) days will be filed with the city clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the city council, which shall provide a copy to the city clerk. The city clerk shall schedule the matter for reconsideration for the next available council meeting, if requested by a city council member. If, within thirty (30) days of the mayor's veto or partial veto, the city council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the council president, council president pro tem, or two council members and filed with the city clerk for publication and recording. Any ordinance vetoed by the mayor, and for which no veto override has been passed by the council, may be resubmitted for council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;
2. Public Infrastructure, Environment and Sustainability;
3. Urban Experience;
4. Finance and Administration.

B. All council members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the council where no legislative action shall occur.

C. The council president shall chair each study session, agenda review, and legislative session of the city council. All committee chairs and vice-chairs shall be determined by majority vote of the council and shall preside over the meetings of their respective committees.

D. Each standing committee shall have one (1) chair and one (1) vice chair. The council shall confirm chairs and vice chairs of each standing committee by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

A. The purposes of standing committee meetings are to provide council members an opportunity to discuss potential legislation publicly, to receive public testimony on items included on the committee's agenda, and to provide the city administration and city staff an opportunity to update council members regarding department programs, plans, and other administrative activities and future City council administrative items. Council members should also utilize standing committees to update each other on their board, committee, and commission assignments. At the chair's discretion, committee agendas may include presentations from community groups, or from administrative staff, on city issues or initiatives germane to the committee's ordinary business, so long as the topic is not related to any legislative item listed on a draft or final council agenda.

B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. Public testimony is taken during standing committee meetings, and speaker conduct shall be governed by Rule 2.15 (Public Participation). Notwithstanding the public testimony section of the meeting, participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Administrative support for each committee will be provided by council office staff.

C. Each committee shall meet monthly at 12:00 noon in the council chambers, except where cancelled or rescheduled to a different time or date at the discretion of the chair, in the following order:

1. Public Safety and Community Health: First Monday of each month.
2. Public Infrastructure, Environment, and Sustainability: Second Monday of each month.
3. Urban Experience: Third Monday of each month.
4. Finance and Administration: Fourth Monday of each month.
5. If there is a fifth Monday in a month, that date is reserved for a study session as convened by the council president pursuant to Rule 2.5 (Study Session).

D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process). The regular order of business for committee meetings shall be as follows, unless modified by the committee chair in his or her discretion:

1. Briefing by administration and staff
2. Public testimony on committee agenda
3. Council discussion and confirmation of sponsors

E. Testimony sign-up for committee meetings shall open no later than 5:00 p.m. on the Friday immediately preceding the meeting. The maximum number of public speakers at committee shall be fifteen (15). In the event that more than fifteen (15) speakers have signed up to speak, preference will be given to those who signed up first. Each speaker shall be limited to two (2) minutes to speak to the entire committee agenda. A majority of the council members in attendance may vote to alter the time limit or number of speakers.

F. Each item presented in committee must have a fully completed agenda sheet when uploaded into OnBase, and any additional briefing or research documents necessary. Items not meeting this requirement are subject to removal from the council calendar pursuant to Rule 2.10.J (Agenda Process).

G. Absent an exception under Rule 2.9.B, each ordinance or resolution must be presented by the council sponsor or their designee in the appropriate committee as set forth under Rule 2.10 before it may move forward for inclusion on the council's legislative agenda. With written permission from the council president, this requirement may be met by conducting a presentation of the item in a council study session which has been noticed as a public meeting.

H. By motion of the council, any matter before the council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of council members to inter-governmental committees or boards shall be made by the council president, subject to confirmation by a majority of the city council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The council president shall appoint proxies to attend meetings when the assigned council member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORK GROUPS

Council ad hoc committees (also known as work groups) with specified functions may be established for a designated term or for a specific task or to advise the council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Council ad hoc committees and work groups shall not include more than three council members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

The city council shall interview mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a council member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

A. Upon receipt of a written notice of a vacancy or an impending vacancy of a city council position other than that of council president, the council president or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the council president set with concurrence of the council.

- B. Upon the close of the deadline, each council member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the council president a prioritized list of who they believe should be interviewed by the entire city council.
- C. The council president shall compile the council members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire city council. Additional candidates may be selected for interviews by a majority vote of the council. Once the slate of candidates to be interviewed by the entire council is announced, no council member may communicate with any candidate outside of the formal interview by the entire council.
- D. The council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. After conducting interview of the individual candidates, the council shall hold at least one public hearing during a regular legislative session to accept testimony from the public regarding potential candidates.
- F. Upon completion of the interviews and public hearing, the council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.
- G. The council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- H. Provisions regarding the selection of a candidate for a city council vacancy not set forth by these rules shall be determined by the city council by motion during an open public meeting.
- I. If the council president position becomes vacant, the city council may elect to appoint one of the existing council members to fill the position of council president without following the selection procedure set forth above. If, upon a motion of the city council, the city council decides to consider someone other than an existing council member to fill the vacant position of council president, the city council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the council, taken in an open public meeting. Disciplinary action may be based on violation of these rules, the City Ethics Code (SMC 01.04B), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from

membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each council member has the sole authority to hire, direct, and discharge one legislative assistant, subject to limitations under Section 02.005.030 of the Spokane Municipal Code.
- B. Responsibilities with respect to council central staff are set forth in Section 02.005.030 of the Spokane Municipal Code. The city council delegates to the council president the power to hire, supervise, discipline and discharge central office staff, subject to the following requirements:
 1. Prior to taking any formal action to hire, formally discipline or discharge a central staff member, the council president shall notify each member of the council, at which time any council member may request an executive session be convened at the next regular meeting (or a special meeting called for that purpose) to discuss the matter.
 2. Following notice to council members and any requested executive session, the council president may proceed with formal action or take no action, in his or her discretion.

Nothing in this subsection shall permit the council president to hire or discharge central office staff in a manner inconsistent with Section 02.005.030 of the Spokane Municipal Code.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any council member may propose to the council president allocation of funding from the approved council office budget beyond that which is reserved for the salaries of council members, personal staff, and approved shared council office staff. The council president has the authority to either approve or deny any expenditure request of \$10,000 or less.
- B. All council office budget allocation proposals over \$10,000 that differ from the adopted council budget must be approved by the affirmative vote of four (4) council members at an open public meeting.
- C. On at least a quarterly basis, the council's budget manager shall make available to all council members a report on the status of and balances of all individual line items in the council office budget. The budget manager will also work with the Administration to pursue dashboard capability for public and council review of all

city budget line items.

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New council members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by the council office director in consultation with the central staff and shall consist of at least the following:
 1. City Charter and Spokane Municipal Code overview;
 2. Overview of the city's budget process and statutory budget requirements;
 3. Overview of the council rules of procedure and meeting process, including the sign-up process for public testimony;
 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.);
 5. Overview of all standing and outside boards and commissions to which council members are appointed, including their functions, history, and composition;
 6. Overview of policies and procedures relating to the publication of council materials and use of social media; and
 7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Nothing in this section precludes the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of city council member.
- B. Unless excused by the council president or committee chair, as applicable, council members must attend the following recurring engagements:
 1. City council agenda review and legislative sessions;

2. Standing committee meetings as scheduled;
3. Study sessions, as scheduled by the council president;
4. Ad hoc working groups as assigned;
5. Outside boards and commissions as assigned (typically between 6-9);
6. Neighborhood council meetings from their respective council district on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
7. Constituent meetings as necessary;
8. Staff meetings as necessary;
9. Other council member meetings as necessary; and
10. Community events as time permits.

C. Council member absences shall be deemed unexcused unless (1) prior notice of the absence has been provided to the council president or committee chair, as applicable, when it was practical to do so, and (2) the council president or committee chair approves the absence, which approval shall be liberally granted in instances of illness or medical necessity, family emergency or other unforeseen circumstance.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual council member appointment to boards, commissions, and committees by resolution no later than the second council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28 of each calendar year.
- C. Council shall consider and adopt changes to the council rules by resolution no later than February 28 of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The council president shall schedule a council retreat annually. Additional retreats may be scheduled throughout the year at the council president's discretion.

Rule 7.8 **LEGAL INQUIRIES**

All inquiries by council members and council staff to the city legal department regarding City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the city attorney with a copy sent to the city council policy advisor, who shall forward the legal department's response to the inquiry to the full council when (a) any related legislation appears on a committee or council agenda, (b) upon the request of any council member, or (c) if the policy advisor deems the communication relevant matters of interest to council members. All other inquiries may be directed to the city attorney alone, and the response from the legal department to the individual council member's inquiries shall not be forwarded to the city council policy advisor. All inquiries to and responses from the legal department, regardless how originated, shall remain confidential privileged communication unless the privilege is waived by the full council pursuant to Rule 1.3.B. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the city legal department or outside counsel, except to disclose (a) the fact that the city legal department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the city legal department. For example, the following statements would comply with this rule:

“I consulted with city legal on this legislation, and I think the proposal needs more work before we adopt it.”

“This resolution was forwarded to city legal. Based on their review of this resolution, I am not supporting it.”

“City legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it.”

Adopted by Resolution 2026-_____ (00/00/26)

Attachment:

A. Division Standing Committee Assignments (Rule 2.10.C)



SPOKANE CITY COUNCIL RULES OF PROCEDURE

| **(20252026 revision, adopted 12/09/24XXX by Resolution No. 2024-01192026-XXXX)**

Table of Contents

RULE 1 - GENERAL PRINCIPLES	4
Rule 1.1 PURPOSE	4
Rule 1.2 DUTY OF MUTUAL RESPECT	4
Rule 1.3 DUTY OF ETHICAL CONDUCT	4
Rule 1.4 ROBERT'S RULES OF ORDER	5
Rule 1.5 AMENDMENT OF COUNCIL RULES	5
Rule 1.6 EFFECTIVE DATE, EFFECT ON PENDING LEGISLATION	5
RULE 2 – MEETINGS	5
Rule 2.1 PLACE AND TIME OF MEETINGS	5
Rule 2.2 OPEN FORUM	6
Rule 2.3 ADJOURNMENT OF MEETINGS	8
Rule 2.4 SPECIAL MEETINGS	8
Rule 2.5 STUDY SESSIONS	9
Rule 2.6 QUORUM	9
Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS	9
Rule 2.8 FUNCTIONS OF MEETING AGENDA	10
Rule 2.9 INTRODUCTION OF ITEMS	10
Rule 2.10 AGENDA PROCESS	11
Rule 2.11 NOTICE BY AGENDA	13
Rule 2.12 SPECIAL MEETING NOTICES	13
Rule 2.13 THE CHAIR	14
Rule 2.14 ORDER OF BUSINESS	14
Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS	16
Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS	19
Rule 2.17 VOTING, EFFECT OF DEFERRAL	20
Rule 2.18 SUSPENSION OF THE RULES	21
Rule 2.19 RECONSIDERATION	22
Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS	22
Rule 2.21 COUNCIL MEMBER PARTICIPATION IN MEETINGS; DEBATE	22
RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS	23
RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS	26
Rule 4.1 UPLOADING ITEMS FOR COUNCIL CONSIDERATION	26
Rule 4.2 AMENDMENT AND SUBSTITUTION	27
Rule 4.3 SUBJECT MATTER	29
RULE 5 – PROCESSING ORDINANCES	29

Rule 5.1	PUBLICATION, SIGNATURE AND RECORDING.....	29
Rule 5.2	VETO.....	29
RULE 6 – COMMITTEES		30
Rule 6.1	STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP	30
Rule 6.2	COMMITTEE PROCESS	30
Rule 6.3	INTER-GOVERNMENTAL COMMITTEES AND BOARDS	32
Rule 6.4	AD HOC COMMITTEES AND WORKING GROUPS.....	32
Rule 6.5	BOARDS AND COMMISSIONS APPOINTMENT PROCESS.....	33
RULE 7 – MISCELLANEOUS		33
Rule 7.1	COUNCIL POSITION VACANCY.....	33
Rule 7.2	COUNCIL MEMBER DISCIPLINE	34
Rule 7.3	COUNCIL STAFF	34
Rule 7.4	COUNCIL OFFICE BUDGET	35
Rule 7.5	COUNCIL MEMBER AND STAFF ORIENTATION.....	35
Rule 7.6	COUNCIL MEMBER RESPONSIBILITIES	36
Rule 7.7	CITY COUNCIL PLANNING.....	37
Rule 7.8	LEGAL INQUIRIES	37

RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these rules to govern the conduct of city council business. These rules do not confer upon any person who is not a member of the council any right to a particular procedure, nor do they affect the validity or legality of any council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

During council meetings, it is the duty of each council member to treat each other, city staff, board and commission appointees, and the public with respect, and to uphold both the spirit and letter of these council rules. Likewise, all persons who attend a council meeting or interact with council members or council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit "Unlawful harassment" as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a council member or staff such as personal telephone numbers or home addresses without the permission of the council member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

A. Each council member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the city including, without limitation, chapter 01.04B, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a council member have a conflict of interest or become aware that they have or may have a conflict of interest, that council member shall promptly inform the council of the conflict of interest and may abstain from any council action in connection with that matter consistent with Rule 2.17.

B. Confidential information.

1. No council member may disclose confidential information, including attorney client privileged communications, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the city council may, upon the affirmative vote of five (5) council members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).
2. For purposes of these rules, "confidential information" has the same meaning as the term is defined in SMC 01.04B.020(I) and SMC 01.04B.050(I).

C. No council member may use or authorize the use of facilities of the city, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a council meeting, so long as such conduct does not include the display of signs and/or disrupt the council meeting. Further, these rules do not prohibit the city council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions, consistent with RCW 42.17A.555.

Rule 1.4 ROBERT'S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert's Rules of Order, Newly Revised, 12th Edition*. Any determination by the council president or presiding officer on a rule of procedure may be challenged by a motion as provided in Rule 2.13 (Chair).

Rule 1.5 AMENDMENT OF COUNCIL RULES

These rules may be amended at any time by resolution of the city council. Suspension of the rules shall be pursuant Rule 2.18.

Rule 1.6 EFFECTIVE DATE, EFFECT ON PENDING LEGISLATION.

The effective date of these rules is January 1, 2025~~2026~~. All legislation and supporting materials timely submitted prior to the effective date of these rules shall be deemed timely submitted under these rules.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

A. As provided in SMC 02.01.010, the regular legislative meeting of the city council is at 3:30~~6:00~~ p.m. every Monday in the council chambers. If a Monday is a city holiday, that week's regular meeting shall~~may~~ be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the council president.

~~The 3:30 p.m. council session is an agenda review in which the council~~

~~receives~~ Commencing June 1, 2026, the regular meeting of the city council is at 6:00 p.m. every Tuesday in the council chambers. If a Tuesday is a city holiday, that week's regular meeting may be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the council president.

- B. ~~As provided in SMC 02.01.010, in addition to the regular legislative meeting, the City Council shall hold a session titled "agenda review," to consider amendments, deferrals and other changes to published council agendas for the following weeks. Agenda review shall begin at three-thirty (3:30) p.m. each Monday. The agenda review session may also be used to receive~~ staff reports on matters of interest, committee reports, background information from staff regarding matters appearing on the ~~draft~~published council agendas, ~~and during which council makes any adjustments to draft agendas and agrees as to any issues of procedure for impending council meetings.~~ At this time, any council member may make a motion to defer, refer, or withdraw an item on ~~the final~~an agenda. Any deferral of an item on the final agenda for the purpose of accommodating future amendments requires at least a two-week deferral. Once the ~~draft~~ agendas have been reviewed, the city council shall approve the agendas, with any modifications, by motion. ~~The council president may call a recess after the agenda review until the 6:00 p.m. council session.~~
- C. If two or more consecutive regular meetings are canceled, the council president has the discretion to cancel the ~~initial 3:30 p.m. preceding or following~~ agenda review session due to lack of business. ~~Agenda review may be cancelled at the discretion of the Council President to accommodate City holidays.~~
- D. At the conclusion of the agenda review, meeting or at other time properly announced, ~~and absent objection from~~ the city majority of the council, ~~the council president or presiding officer~~ may ~~adjourn to~~call an executive session consistent with the Open Public Meetings Act ("OPMA"). ~~Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present.~~ Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The council president determines which person(s) shall attend each executive session, absent an adopted motion by the council ~~determining which person(s) other than~~to override the council president's determination. However, all council members and city attorneys shall be permitted to attend.
- E. The 6:00 p.m. council session is the legislative session, during which the council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The council president may combine specific agenda items for purpose of public comment and voting ~~if there, absent an objection that is no objections sustained by attending a majority of~~ council members, ~~and if there is an objection, by majority vote present.~~

F. The council members from each district shall have the opportunity to schedule at least one community engagement meeting in their district and, so long as all council members are invited to such meeting, to use council resources and staff to schedule and conduct such meetings.

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council may recess briefly and then shall convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council "Town Hall" meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting. Members of the public can sign up for open forum via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.
- C. No responses from council members, other than a statement of council members' intent to address the matter in the future or points of order will be permitted by council members during an open forum, unless the question is likely to be of concern by the broader community and can be quickly clarified from the dais by the Council President or whomever she recognizes for such purpose.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the city. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of

the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, which may be overridden by a majority vote of the council members present, no person shall be permitted to speak in open forum regarding items on that week's any published agenda ~~or the next week's draft agenda, or. No person may speak at open forum regarding~~ pending hearing items. No person shall be permitted to speak in open forum regarding candidates, initiatives, or referenda in a pending election. Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

- E. No person shall be permitted to display visual information during open forum, including but not limited to photographs, presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2citycouncil@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

Rule 2.3 ADJOURNMENT OF MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled council meeting.
- B. Any meeting may be adjourned prior to the completion of the city council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.
- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the council president, or in the president's absence any member, or if there are no council members present then the city clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the city council's agenda, all matters on the agenda not disposed of shall be continued to the adjournednext scheduled meeting or to a properly noticed special meeting. The city clerk or other person designated by the city clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the

adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.

- E. At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the council's regular meeting shall be adjourned by motion and action shall be continued to the next legislative session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the council president or presiding council member.
- F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the council president or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special~~Pursuant to Section 10 of the Spokane City Charter, special~~ meetings may be called by the city clerk on the written request of the mayor, council president, or, ~~if by a majority of council members, by passage of a motion made during~~ Special meetings may be called by a ~~regular~~majority of council members as follows:

1. An individual council member shall notify the City Clerk of that council member's wish to call a special meeting, at a particular day and time to transact particular business;
2. Upon receipt of the request from the individual council member, the city clerk will notify other council members of the request for a special meeting, stating the requested day and time of the meeting and the particular business to be transacted, and shall ask the other council members if they agree to the request for a special meeting;
3. Upon receipt of the consent of at least three other council members to the request for a special meeting, or upon receipt of consent to a request to an alternative day and time and alternative business to be transacted by at least four council members, the city clerk shall notify council members, the media and the public of the scheduling of a special meeting.

Notification under this section may be in writing or via electronic mail. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting

Notices) of these rules.

Rule 2.5 STUDY SESSIONS

From time to time, after consultation with all council members' offices, the council president may schedule a study session of the city council to receive information on staff matters, staff briefings, and enable discussion among council members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, and including no council action to dispose of any item unless the study session was noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the council president or by a vote of the majority of council members present at a public meeting of the council.

Rule 2.6 QUORUM

A quorum is four (4) or more council members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these rules. Service animals are permitted to accompany people with disabilities in city council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a city council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- C. When it is not obvious what service an animal provides, city staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When one of these situations exists, city staff shall offer the person with the disability the opportunity to be present at the city council meeting without the animal's presence.
- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a city council meeting.
- G. City staff and council members shall not be required to provide care or food for a service animal at a city council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

- A. The council, with the assistance of the city clerk, shall publish ~~three~~two agendas each week for regular council meetings, the "final agenda" and ~~two~~the "draft agenda." The ~~final agenda is the~~ approved draft agenda ~~becomes the~~ final agenda for the next council meeting. ~~The draft agendas are the agendas for each of the next two council meetings thereafter.~~ The agendas serve to introduce items to the council, to establish the order of business and to give notice to the public as required under RCW 35.22.288. The notice of a special meeting is the agenda for such meeting.
- B. In addition to the final and draft agenda, the Council Office Director shall work with the City Clerk to regularly publicize legislative items scheduled for future council consideration on a date beyond those reflected in the final and draft agendas.

Rule 2.9 INTRODUCTION OF ITEMS

- A. Legislation shall only be placed on a regular legislative meeting agenda by the council president or any council member through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). ~~No~~Except as provided elsewhere in these rules, no resolution or ordinance may appear for consideration on a legislative agenda for consideration by the full council unless ~~(1)~~ it has first been presented in a committee or study session ~~and, (2)~~ is sponsored by at least two (2) council members. ~~Legislative agenda items for which six (6) months have elapsed since the discussion of the~~

~~item at a committee meeting should be returned, and (3) is in final (or close to committee for an additional discussion before appearing for consideration on the legislative agenda. final) form.~~

A.B. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be added to a draft legislative agenda prior to being presented at a committee or study session with either (i) prior written permission from all ~~of~~ the council sponsor(s) or (ii) the council president. Notwithstanding the accelerated placement on ~~the~~ draft legislative agenda, the matter must still be heard in committee and sponsored by at least two (2) council members, absent suspension of the rules by the council.

B.C. Regular meeting agendas are prepared by the city clerk in the manner and format prescribed by the city council and consistent with council administrative policies and procedures and these council rules.

C.D. The term "legislation" in these rules means any ordinance, resolution, contract approval, approval of claims, board and commission appointments, and special considerations.

E. ~~Any proposed ordinance intended to be enforced through a current, revised or new public rule shall include a copy of the current, revised or new public rule for consideration by the city council, along with a proposed resolution adopting said current, revised or new public rule. For purposes of this Section 2.9.D., the term "public rule" shall have the meaning set forth in Section 4.4 of that Administrative Policy and Procedure numbered Admin 0325-18-1 /LGL 2004-0021 and adopted December 3, 2018. Resolutions to ratify, reject or modify an emergency declaration pursuant to Section 02.04.060 SMC may be placed on the next council agenda at any time with two (2) council sponsors and without appearing in committee.~~

F. ~~Special budget ordinances necessary to comply with year-end budget reporting or reconciliation (e.g., carryover special budget ordinances) need not be reviewed in committee before placement on the council agenda, and may be placed on the council agenda the Friday prior to scheduled council action after presentation to the Finance Committee Chair, Finance Committee Vice-Chair and the Council Budget Director at least one week prior to submission to the council agenda.~~

Rule 2.10 AGENDA PROCESS

A. The process of submitting agenda items and preparing the agenda for all council meetings shall be consistent with these rules and any administrative policies and procedures governing council meetings and agenda items. In a conflict between these rules and an administrative policy and procedure, these rules shall control.

B. Except as otherwise provided in Rule 2.9 (Introduction of Items), no agenda item, other than weekly reports of the mayor of pending claims and payments, payroll claims, board/commission/committee appointments, initiative and referendum matters, and letters appearing under special considerations, may appear on a council legislative agenda without (i) first appearing on a standing committee agenda and (ii) meeting the requirements to emerge from the standing committee, as provided in paragraph F of Rule 6.2 (Committee Process). Mayoral nominations and appointments do not require council sponsors, and shall appear on the council agenda upon submission by the Mayor in the manner provided under the City Charter.

C. Agenda items submitted to a standing committee's agenda must be submitted to the standing committee associated with the division from which the agenda item originates, as illustrated in Attachment A. For purposes of this rule, special budget ordinances (SBO) are assigned either to the committee of the underlying department whose appropriation(s) are affected by the SBO, or the Finance & Administration Committee.

D. Agenda items may be submitted to a standing committee ~~unrelated to the subject matter of the item other than the committee ordinarily assigned~~ with the permission of the chair of the appropriate standing committee and the permission of the chair of the ~~unrelated~~ committee to which the item is being submitted. Items uploaded by the Mayor's office shall be submitted to the committee to which the division most affected by the item is ordinarily assigned. The Council President shall have the power to resolve any dispute or uncertainty regarding application of this rule.

E. Proposed agenda items are added to a final committee agenda after securing confirmation from at least one council member that they will sponsor the item for committee.

F. To move out of a standing committee and onto a legislative agenda, resolutions and ordinances must secure two (2) council sponsors.

G. ~~A~~ At any time before the draft agenda is approved as the final agenda, a council member may remove or add their sponsorship ~~from~~of an agenda item ~~at any time prior to final consideration~~ by notifying all council members and the city clerk ~~by email~~. Change of sponsorship after approval of the draft agenda, or more than two days after any amendment of the legislative item, whichever is later, shall be by a motion approved by a majority of council members. If removal of ~~their~~the sponsorship deprives the legislation of requisite sponsors, and no additional council ~~members add~~member(s) add their name as a sponsor, the matter is referred back to the committee of origin.

H. The timeline and process for formalizing standing committee meeting agendas is as follows:

1. No later than 5:00 p.m. on the Wednesday immediately preceding the desired committee meeting, suggested agenda items (for both consent and discussion items) shall be uploaded into OnBase.
 - a. At that time, the agenda sheet template should be filled out completely and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Thursday immediately preceding the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to the final committee agenda at the discretion of the committee chair or their designee.
3. Items originating from the council office are not required to gain administration OnBase approvals to be added to a committee agenda.
4. If administration staff need help identifying a sponsor, they should consult with the committee chair, vice chair or their legislative assistants.
5. After the final committee agenda is created, council staff circulates the final committee agenda by no later than close of business on the ThursdayFriday immediately preceding the committee meeting.
6. Any deviation from the timeline for submitting agenda items (submitting agenda items past the deadlines, for example) must be approved by the committee chair or their designee.

- I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Where indicated, a plain language summary shall be provided to accurately describe the item to make it easily understood by the public. The council president or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the council. The council director or designee, the city clerk and city attorney's office staff may edit agenda items for technical, grammatical or typographical errors.

J. Regardless of adherence to the submission deadlines set forth in Rule 2.10 (Agenda Process), the committee chair may allow or exclude from a committee agenda any item not containing a fully completed agenda sheet, including items containing incomplete answers or fiscal information. Any council member may object to appearance of a legislative item on a published draft agenda that lacks a

fully completed agenda sheet, including items containing incomplete answers or fiscal information. Such objection, when made, shall be recognized by the council president or presiding officer, who shall rule on the objection and whose ruling is subject to appeal.

J.K. Each council member shall have the continuing duty to be familiar with all agenda items and all accompanying information.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every council member, council staff, the mayor, the city attorney, and to all parties who have on file with the city clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The council shall not consider or make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the city council office staff and issued by the city clerk's office. Submission of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The council president, or in their absence or incapacity, the council member selected by the council to serve as council president *pro tem* pursuant to SMC 02.005.020 (each of whom is referred to in these rules as "the chair") shall preside over meetings of the council and cause the business of the council to be transacted in accordance with these rules. The presiding officer may yield the chair to another council member to conduct a portion of the meeting. If the council president *pro tem* is unavailable, the council member with seniority of tenure on the council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the city council's policy advisor and/or a city attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any council member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. ThenThen, when the appeal is debatable per Roberts Rules of Order, the member appealing has the floor to open debate on the appeal. Upon the close of debate, the council shall vote on whether to sustain the chair's

ruling.

- C. The chair may not make a motion. The chair may second a motion. The chair may vote as any other council member.
- D. The chair has the authority to ~~recess~~declare the council at ease or to declare a recess of any council meeting in the appropriate circumstances, including when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings). The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule, the chair will be guided by the council's intent to support robust public, peaceful participation by the public.

Rule 2.14 ORDER OF BUSINESS

A. Agenda Review.

The council will meet each week on Monday to review the ~~final and~~ draft agendas for the next two regular legislative sessions. The meeting chair may make adjustments to the order of business as needed. The regular order of business in an agenda review meeting is as follows.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or council member briefings regarding matters on either of the draft agendas, as may be requested by council members;
4. Discussion of and any adjustments to ~~either of the final or~~ final draft ~~agendas~~agenda;
5. Approval by motion of the ~~next week's~~ draft agenda;
- ~~5. Consideration of any requests for deferral of items on as final and the final agenda as amended.~~

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. (See also Rule 2.1.D, Meetings). The meeting minutes shall record the announced purpose of the executive session as well as

the time that executive session began and ended.

C. Legislative Session.

The regular order of business in a legislative session is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Land Acknowledgement;
2. Pledge of Allegiance;
3. “Poetry at the Podium,” words of inspiration, and special introductions;
4. Roll call to establish the presence of a quorum;
5. Reading of proclamations and salutations;
6. Reports from community organizations;
7. Announcement of adjustments to the agenda;
8. Council appointments and consideration of mayoral appointments;
 - a. Testimony from members of the public concerning the appointments;
 - b. Request(s) by an individual council member, if any, to consider any specific appointments separately;
 - c. Action on the appointments;
9. Consent Agenda;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual council member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
10. Reading of each legislative item by the city clerk;
 - a. Testimony from members of the public concerning the agenda item;
 - b. Deliberation by council, and such further dialogue with staff and community members as council may desire, including any motions by council members concerning the agenda item; and

- c. Vote.
- 11. Special Considerations, Public Hearings;
- 12. Open Forum; and
- 13. Adjournment.

D. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the council.

E. All city council appointments or mayoral appointments which require city council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the city clerk, and the city attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

~~F. Pursuant to SMC 02.01.010, the council may hold a legislative session of a council meeting outside of City Hall in a "Town Hall" format. Town Hall legislative sessions should be held at least once a year in each council district. The purpose of the Town Hall meetings is to offer a time for city council to hear from residents and neighborhood councils at a meeting held outside of City Hall and more convenient to residents of each council district. The order of business at the legislative session of a Town Hall meeting shall be as set forth in Rule 2.14.C above, provided:~~

- ~~1. The "Town Hall" portion of the agenda shall be after council appointments and approval of mayoral appointments, and before reading of consent agenda items;~~
- ~~2. The specific agenda and number of presenters at the Town Hall portion of the legislative agenda shall be determined by the council president, with preference given to the neighborhood councils of the district where the council meeting is held; and~~
- ~~3. No open forum will be commenced or continued after 8:30 p.m.~~

Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear,

see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- A. Members of the public may address the council regarding the following items during the council's legislative session: board and commission appointments, the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, review of mayoral vetoes, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the final ~~or the most imminent public draft agenda during open forum, updated draft, or draft agendas.~~
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide ~~their city of residence~~ a name as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, ~~city of residence~~, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the city clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.

- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including testifying at open forum and offering written testimony, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.
- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to

arrange translation or interpretation assistance.

- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted. -
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term "facilities" includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules. Nothing in this rule prevents public comment regarding a council resolution or statement concerning any ballot proposition, so long as such public comment is confined to the merits of the council action and not the merits of the ballot proposition.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting. Members of the public can sign up to give testimony on legislative items via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in this paragraph. Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony is limited to three (3) minutes per speaker for hearings and legislative items under consideration. For the consent agenda, first reading of ordinances or special consideration testimony is limited to two (2) minutes per speaker. The chair, absent a majority vote of the council, has the authority to lower the per speaker time limit by announcing the new, lower time limit at the legislative session. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council. Testimony on a legislative

item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.

- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the council.
- D. No person shall be permitted to display visual information during their testimony, including but not limited to photographs, presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecitycouncilspokanecity.org.
- E. For public hearings required by state law, the chair may institute special rules for testimony.
- F. Testimony at council committee meetings shall be governed by Rule 6.2.
- G. Members of the public may provide written testimony for any agenda item. Written testimony can be provided to the council by sending it via regular mail, delivering it to the city clerk at a regular meeting of the council, or emailing comments to testimony@spokanecity.org. To be included in the final agenda packet, written testimony on an agenda item must meet the following criteria:
 - 1. Be delivered to the council via email at testimony@spokanecity.org;
 - 2. Include a title that clearly identifies the agenda item(s) to which the commenter is submitting testimony (e.g. "Written Testimony on Resolution 2025-0001");
 - 3. Include the name of the submitter;
 - 4. ~~Be limited to 250 total words, excluding the email sender name, recipient, date and subject line; and~~
 - 4. Does not include photographs, presentations, videos, or other media; and
 - 5. Be received in the testimony@spokanecity.org inbox no later than 5:00 p.m. on the Wednesday immediately preceding the legislative meeting on which the item is to appear on a final agenda.

Written comments that fail to meet any of the above criteria will not be included in the final agenda packet but should be distributed to the council via email.

Rule 2.17 VOTING, EFFECT OF DEFERRAL; ABSTENTION

- A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081, RCW 35.33.091), and unless otherwise provided herein, all motions must receive at least four (4) affirmative votes to pass.

- B. If a motion receives less than the required number of affirmative votes, it shall be declared that the motion failed and the status quo shall prevail.
- C. Upon a tie vote, the status quo prevails on the matter upon which the vote was cast.
- D. Any legislative item may be deferred indefinitely or to a specific future legislative session date by motion. Any legislative item deferred indefinitely may ~~only~~ be returned to ~~an advancea draft~~ council agenda by a motion by a council member who was on the prevailing side of the original vote to defer the item. A motion to return the item to the council agenda must be presented within six (6) months of the initial deferral and adopted by four affirmative votes. ~~Proposed amendments to items after deferral shall be by separate motion.~~ Any item not returned to the council agenda within six months after the initial deferral shall be considered not adopted and may only be returned to the council agenda after introduction pursuant to Rule 2.10 (Agenda Process). Legislative items governed by Section 24 of the City Charter may only be deferred in a manner consistent with the charter.
- E. Any legislative item may be referred to a specific future standing committee meeting by motion. Items referred to committee are automatically included on the agenda of the committee to which the item is referred. To move out of the committee and onto a legislative agenda, the item must secure the minimum number of sponsors pursuant to Rule 2.10 (Agenda Process).
- F. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the council chambers.
- G. In all cases of voting by other than voice vote, the city clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, ~~it shall be sufficient for~~ the chair ~~to~~ shall announce, and the record ~~to~~ shall reflect, ~~whether~~ the motion ~~carried or failed~~ vote. Regardless of method of voting, each council member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.
- H. A council member may abstain from deliberating and voting on any matter before the council if they have a direct personal or financial interest in the matter before the council which is not held in common with other members of the council. In order to abstain from deliberation and voting, a council member must describe to the council the basis for the abstention in an open public meeting prior to the vote. A member who abstains from deliberation and voting on a matter may participate in any procedural vote related to the same matter, other than a motion to amend the item or to postpone it indefinitely.

Rule 2.18 SUSPENSION OF THE RULES

These rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of five council members. Motions to suspend the rules must specify both the general purpose of the suspension and, if adopted, shall apply only to the next pending question. No debate on a motion to suspend the rules shall be allowed. Following an adopted motion to suspend the rules, the companion main motion prompting the need for a rules suspension, thus allowing for the main motion to be considered in the same action as the rule suspension (e.g., "Motion may be presented and disposed of by council. A motion to suspend the rules for the purpose of adding three items to the agenda"). shall not be combined with any other motion.

Rule 2.19 RECONSIDERATION

All legislative decisions of the city council, including consent items, ordinances, resolutions, veto overrides, and hearing items are final, except that a council member on the prevailing side of a vote or who had an excused absence during the vote may move for reconsideration of all legislative decisions, other than veto overrides and mayoral appointments, within 15 days of council consideration or prior to the mayor's action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent any council member from otherwise submitting an ordinance or resolution to repeal or modify a prior city council legislative action so long as such repeal or modification is added to the committee and council agenda as provided in these rules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A council member may participate telephonically and/or virtually in all or part of a council meeting if:
 1. Prior approval is given by the council president or committee chair, as applicable, whose approval shall not be unreasonably withheld;
 2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
 3. The council member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the council meeting related to the topic to which the council member is voting on.
- B. Any technical prohibitions or difficulties that prevent all parties present at the council meeting from adequately communicating with one another will negate any authorization previously given by the council president.

Rule 2.21 COUNCIL MEMBER PARTICIPATION IN MEETINGS; DEBATE.

- A. Debate shall be governed by Robert's Rules of Order, Newly Revised (12th Ed.) except as set forth under this rule. During committee meetings, legislative sessions, and agenda review, council members may only speak to any pending question after being recognized by the chair or presiding officer. Absent permission from the chair or presiding officer, no council member may speak to any pending question more than twice, and on each occasion shall be limited to 10 minutes.
- B. During commentary, discussion and debate, council members shall confine all remarks to the question under debate.
- C. Committee meetings are an opportunity for council to question staff and other permitted speakers regarding any proposed legislative item. Discussion shall be regulated by the chair, who shall ensure all council members have an equal opportunity to participate and ask questions. At committee meetings, council members are permitted to engage in debate regarding any legislative item subject to the general rules of debate above.
- D. Agenda review ~~sessionsmeetings~~ are an additional opportunity for council to question staff and other permitted speakers regarding any proposed legislative item. Any council member wishing to have an item on a draft agenda briefed by staff at agenda review shall submit the request in writing to the City Administrator and Council Office Director by 5:00 p.m. the day immediately preceding the agenda review session. Other than questions directed to staff, discussion at agenda review sessions shall be confined to debate on motions to adjust the agenda or to amend or substitute legislative items.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. ~~Adjudicative Council conducts two types of hearings are quasi-judicial: (1) legislative hearings involving named parties. Testimony during and (2) adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings..~~ Where procedures for ~~appeals and legislative hearings and adjudicative hearings~~ have been established by ordinance ~~or statute~~, the council shall follow those procedures. If a conflict arises between the ordinance ~~and or statute, on the one hand, and these~~ council rules, ~~on the other hand~~, the ordinance ~~or statute~~ shall prevail. Where there are no established ~~or statutory~~ procedures for an adjudicative ~~appeal hearing~~ or ~~legislative~~ hearing, the council shall implement the following ~~procedures~~.
- B. Legislative Hearings. “Legislative hearings” are hearings where the city council, sitting as the legislative body of the City, is required to conduct one or more public hearings prior to taking legislative action. Examples of legislative hearings include,

but are not limited to, hearings required under RCW 35.13.182 (annexation), RCW 35.34.090 (biennial budget); RCW 35.79.030 (street vacations); and RCW 36.70A.390 (interim zoning).¹

1. For legislative hearings, the following procedure shall be observed to the extent consistent with the matter before the council:
 - a) Reading of the legislative matter by the Clerk;
 - b) Announcement and opening of the hearing by Council President or presiding officer;
 - c) Receipt of staff reports, if any;
 - d) Receipt of public testimony (3 minutes per speaker);
 - e) Motion to close or continue hearing; and
 - f) Motion to approve, modify, reject or adopt the legislative item.
2. Motions to close, re-open or continue a legislative hearing shall be approved by majority vote.
3. Oral public testimony on the item shall not be accepted or solicited by the council as a whole outside of the legislative hearing; provided, individual council members may communicate with members of the public on any legislative hearing matter. All public testimony shall be provided consistent with Rule 2.16 (Public Testimony Regarding Legislative Agenda Items).
4. Individual council member conduct with respect to any matter subject to a legislative hearing shall be the same as any other legislative matter and shall be governed by Rule 1.3 (Conflicts of Interest).

C. Adjudicative Hearings. “Adjudicative hearings” are quasi-judicial hearings involving named parties, and council is often sitting in an appellate capacity. Examples of adjudicative hearings include, but are not limited to, appeals under SMC 17G.061 (land use applications) and appeals under SMC 13.02.0246 (solid waste collection rates). For adjudicative hearings, the following procedure shall be observed, to the extent consistent established or statutory procedures:

1. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. No person shall be allowed to discuss any matter pending hearing with any member or members of the council except in the council chambers in the regular course of a council meeting. Each council member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the council

¹ A complete list of municipal actions requiring a hearing can be found in “Local Ordinances for Washington Cities and Counties,” Appendix C, published by the Municipal Research and Services Center (MRSC) (2016).

member shall immediately make a note of the contact and shall at the beginning of the council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the council member shall as soon as possible file it with the city clerk.

2. When the council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every council member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A council member shall not be briefed by anyone except in an open meeting.
3. Council members shall disqualify themselves from participating in aan adjudicative hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include pre-judgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.
4. ~~Should a council member be~~Council members who become aware of circumstances which might appear to disqualify them, ~~they in a matter pending an adjudicative hearing~~ can either disqualify themselves or explain the circumstances before the hearing and let the rest of the council, by majority vote, decide whether they can participate. Should ~~the~~any council be aware of circumstances which might appear to disqualify ~~a~~another council member, ~~the~~that council ~~may, by majority vote, disqualify the~~ member, ~~may request by motion that the other council be disqualified from participating in the matter, which motion must be approved by at least four (4) council members~~. The council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the adjudicative hearing and during discussion and voting.
5. In all adjudicatory appeals ~~and hearings~~, council members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).
6. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

- a) Oral argument on appeal is limited to parties of record.
- b) Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the city council is not deducted from the time allowed for argument.
- c) Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
- d) No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
- e) The city council may not consider any new facts or evidence on appeal. The city council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the city council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
- f) Supplemental documents.
- g) The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.
- h) Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
- i) The city clerk distributes such memoranda and responsive documents to all parties to the appeal, the city council, the city attorney, the planning director, and the hearing examiner.
- j) Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

7. The city council may supplement these rules in a case-by-case situation in order

to provide due process to all participants in aan adjudicative hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 UPLOADING ITEMS FOR COUNCIL CONSIDERATION

- A. All council agenda items, including ordinances and resolutions shall be uploaded into OnBase as provided in Rule 2.10 (Agenda Process).
- B. After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the council office director, or their designee, will approve items to move forward to the city clerk for consideration at a future council legislative session. All items, whether discussion or consent, will remain in the council queue and will not advance toward a legislative agenda until having gone through committee unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).
- C. To accommodate narrow construction or procurement windows, engineering construction contract items may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the council office director, or their designee, for submission to the city clerk for consideration at a future council legislative session.
- D. An ordinance or resolution must have been filed with the city clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the city clerk for at least three (3) business days, including the day of the council meeting.
- E. If an ordinance or resolution, or an amendment to an ordinance or resolution, has not been on file with the city clerk for at least three (3) business days, a council member may request that the ordinance, resolution or amendment be read in full prior to consideration by the council. Absent a request by a council member for a full reading, any ordinance or resolution (including any amendments) that has been submitted to the agenda as provided under these rules may be considered after reading of the title or a summary.
- F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the city clerk, specify the committee of origin for the ordinance or resolution and the names of the council members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of rules), every ordinance or resolution must be first presented in a committee before it may appear on the council's agenda for first reading (for ordinances) or for council consideration (for resolutions).

- G. Each ordinance or resolution which would have an impact on the fiscal condition of the city must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.
- H. At the time of submission of a legislative discussion item to the council agenda, the record relating to the item must reflect compliance with Rule 2.10.K (Public Comment).

Rule 4.2 AMENDMENT AND SUBSTITUTION

- A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the council, and may be offered by motion by any council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Board, commission and mayoral appointments are not subject to amendment or substitution. Amendments and substitutions are permitted only as provided in this Rule 4.2.
- B. Every proposed amendment shall be in writing and circulated by the proposing council member or their legislative assistant to the city clerk and city council members and staff prior to 5:00 p.m. on the Wednesday immediately preceding the item appearing on the updated draft agenda; provided, amendments making clerical or technical corrections may be articulated orally during debate. Any amendment submitted after the 5:00 p.m. Wednesday deadline, if adopted by council on the Monday immediately following the deadline, shall result in that legislative item being deferred to the next regular council legislative agenda. The purpose of this rule is to ensure, to the extent possible, publication of a final agenda without legislative items that are subject to pending amendments or substitutions.
- C. Proposed amendments shall be included in the draft agenda packet for the benefit of public review and council consideration and shall be identified by the city clerk file number and the council member proposing them (e.g., "ORD CXXXXX SMITH Amendment"). Every proposed amendment must include a brief "purpose statement" at the top of the first page explaining the reasons for the amendment and/or changes associated with the amendment. In addition, each amendment must be circulated in "clean" and "redline" format, with the redline version showing changes from the version of the legislation as it currently appears in the agenda. The Clerk shall include only the "redline" version of the proposed amendment in the draft agenda, and, if the amendment is adopted, shall include the "clean" version in the final agenda.
- D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on a draft council agenda may be submitted by the majority of sponsors of the ordinance or resolution without council approval, so long as the substitution is in writing and circulated by the proposing council member or their

legislative assistant to all council members and the city clerk by no later than 5:00 p.m. on the Wednesday immediately preceding the meeting at which the ordinance or resolution is to appear on a draft agenda.

E. A portion or all of any consent, grant or contract agenda legislative item may be updated with current documents and materials without a motion for amendment or substitution with the approval of the Office Director or his designee if (1) the substitution is intended to make technical corrections in contract or grant materials and (2) the substitution does not result in a material increase in the amount or the term of the contract. Upon approval to make changes, the submitting department shall arrange for the agenda sheet to be updated in OnBase as “revised” and corresponding changes to be highlighted.

F. Proposed amendments to the biennial budget or mid-biennial budget modification may be considered and adopted by a simple majority vote if (1) circulated no later than noon on the Friday prior to final council consideration of the biennial budget or mid-biennial budget modification and (2) will not be subject to automatic deferral upon adoption.

E.G. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.

F.H. Amendments and substitute versions not timely filed with the city clerk before the meeting, whenever reasonably possible, shall be posted for public viewing on the city council Facebook page or other similar channels so that interested members of the public may review during council’s consideration of the matter.

G.I. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause by amendment requires the ordinance to be deferred to allow public hearing.

Rule 4.3 SUBJECT MATTER

The council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the city council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any city policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the city council shall, within five (5) days thereafter, be presented to the mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,
 - 2. Adopting the original annual budget,
 - 3. Making appropriations,
 - 4. Implementing a local improvement district or confirming the assessments therefor,
 - 5. Which is an emergency or special budget ordinance,
 - 6. Which is an emergency ordinance, or
 - 7. Which has been approved by the electors by referendum or initiative shall become effective immediately upon passage.
- C. Ordinances signed by the mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the city clerk for recording and publication if not already published.
- D. Ordinances not signed by the mayor after ten (10) days will be filed with the city clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the city council, which shall provide a copy to the city clerk. The city clerk shall schedule the matter for reconsideration for the next available council meeting, if requested by a city council member. If, within thirty (30) days of the mayor's veto or partial veto, the city council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the council president, council president pro tem, or two council members and filed with the city clerk for publication and recording. Any ordinance vetoed by the mayor, and for which no veto override has been passed by the council, may be resubmitted for council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

- A. There shall be four (4) standing committees, as follows:
 1. Public Safety and Community Health;
 2. ~~Urban Experience~~; Public Infrastructure, Environment and Sustainability;
 3. Urban Experience;
 4. Finance and Administration.
- B. All council members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the council where no legislative action shall occur.
- C. The council president shall chair each study session, agenda review, and legislative session of the city council. All committee chairs and vice-chairs shall be determined by majority vote of the council and shall preside over the meetings of their respective committees.
- D. Each standing committee shall have one (1) chair and one (1) vice chair. The council shall confirm chairs and vice chairs of each standing committee by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

- A. The purposes of standing committee meetings are to provide council members an opportunity to discuss potential legislation publicly, to receive public testimony on items included on the committee's agenda, and to provide the city administration and city staff an opportunity to update council members regarding department programs, plans, and other administrative activities and future City council administrative items. ~~Standing committee meetings are also a venue to brief the council on future legislative agenda items, and to discuss strategic initiatives with the city administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation.~~ Council members should also utilize standing committees to update each other on their board, committee, and commission assignments. At the chair's discretion, committee agendas may include presentations from community groups, or from administrative staff, on city issues or initiatives germane to the committee's ordinary business, so long as the topic is not related to any legislative item listed on a draft or final council agenda.

B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. Public testimony is taken during standing committee meetings, and speaker conduct shall be governed by Rule 2.15 (Public Participation). Notwithstanding the public testimony section of the meeting, participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Administrative support for each committee will be provided by council office staff.

C. Each committee shall meet monthly at 12:00 noon in the council chambers, except where cancelled or rescheduled to a different time or date at the discretion of the chair, in the following order:

1. Public Safety and Community Health: First Monday of each month.
- ~~2. Urban Experience: Second Monday of each month.~~
- ~~2. Public Infrastructure, Environment, and Sustainability: Second Monday of each month.~~
3. Urban Experience: Third Monday of each month.
4. Finance and Administration: Fourth Monday of each month.
5. If there is a fifth Monday in a month, that date is reserved for ~~an additional~~ a study session ~~if needed and~~ as convened by the council president pursuant to Rule 2.5 (Study Session).
- ~~6. If a committee meeting falls on a scheduled city holiday, the meeting will be rescheduled to the next available Monday at a time determined by the chair.~~

D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process). The regular order of business for committee meetings shall be as follows, unless modified by the committee chair in his or her discretion:

1. Briefing by administration and staff
2. Public testimony on committee agenda
3. Council discussion and confirmation of sponsors

E. Testimony sign-up for committee meetings shall open no later than 5:00 p.m. on the Friday immediately preceding the meeting. The maximum number of public speakers at committee shall be fifteen (15). In the event that more than fifteen (15)

speakers have signed up to speak, preference will be given to those who signed up first. Each speaker shall be limited to two (2) minutes to speak to the entire committee agenda. A majority of the council members in attendance may vote to alter the time limit or number of speakers.

- F. Each item presented in committee must have a fully completed agenda sheet when uploaded into OnBase, and any additional briefing or research documents necessary, ~~unless waived in the particular case by the committee chair. Items not meeting this requirement are subject to removal from the council calendar pursuant to Rule 2.10.J (Agenda Process).~~
- G. ~~Each~~Absent ~~an exception under Rule 2.9.B, each~~ ordinance or resolution must be presented by the council sponsor or their designee in the appropriate committee ~~which corresponds to the subject matter of the ordinance or resolution as set forth under Rule 2.10~~ before it may move forward for inclusion on the council's legislative agenda. With written permission from the council president, this requirement may be met by conducting a presentation of the item in a council study session which has been noticed as a public meeting.
- H. By motion of the council, any matter before the council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of council members to inter-governmental committees or boards shall be made by the council president, subject to confirmation by a majority of the city council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The council president shall appoint proxies to attend meetings when the assigned council member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND ~~WORKING~~WORK GROUPS

Council ad hoc committees, ~~—~~ ~~(also known as workingwork groups,)~~ with specified functions may be established for a designated term or for a specific task or to advise the council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. ~~Working~~Council ad hoc committees and work groups shall not include more than three council members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

The city council shall interview mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a council member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a city council position other than that of council president, the council president or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the council president set with concurrence of the council.
- B. Upon the close of the deadline, each council member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the council president a prioritized list of who they believe should be interviewed by the entire city council.
- C. The council president shall compile the council members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire city council. Additional candidates may be selected for interviews by a majority vote of the council. Once the slate of candidates to be interviewed by the entire council is announced, no council member may communicate with any candidate outside of the formal interview by the entire council.
- D. The council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. After conducting interview of the individual candidates, the council shall hold at least one public hearing during a regular legislative session to accept testimony from the public regarding potential candidates.
- F. Upon completion of the interviews and public hearing, the council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.
- G. The council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.

- H. Provisions regarding the selection of a candidate for a city council vacancy not set forth by these rules shall be determined by the city council by motion during an open public meeting.
- I. If the council president position becomes vacant, the city council may elect to appoint one of the existing council members to fill the position of council president without following the selection procedure set forth above. If, upon a motion of the city council, the city council decides to consider someone other than an existing council member to fill the vacant position of council president, the city council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the council, taken in an open public meeting. Disciplinary action may be based on violation of these rules, the City Ethics Code (SMC 01.04B), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each council member has the sole authority to hire, direct, and discharge one legislative assistant.
- A. While all council members have the authority to direct a member of shared council office staff, pursuant to Charter, subject to limitations under Section 9 and SMC 02.005.030, of the Spokane Municipal Code.
- B. Responsibilities with respect to council central staff are set forth in Section 02.005.030 of the Spokane Municipal Code. The city council delegates to the council president the power to hire, supervise, discipline and discharge central office staff, subject to the provisions of SMC 02.005 following requirements:
 - 1. Prior to taking any formal action to hire, formally discipline or discharge a central staff member, the council president shall notify each member of the council, at which time any council member may request an executive session be convened at the next regular meeting (or a special meeting called for that purpose) to discuss the matter.
 - 2. Following notice to council members and any requested executive session, the council president may proceed with formal action or take no action, in his or her

discretion.

Nothing in this subsection shall permit the council president to hire or discharge central office staff in a manner inconsistent with Section 02.005.030 of the Spokane Municipal Code.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any council member may propose to the council president allocation of funding from the approved council office budget beyond that which is reserved for the salaries of council members, personal staff, and approved shared council office staff. The council president has the authority to either approve or deny any expenditure request of \$10,000 or less.
- B. All council office budget allocation proposals over \$10,000 that differ from the adopted council budget must be approved by the affirmative vote of four (4) council members at an open public meeting.
- C. On at least a quarterly basis, the council's budget manager shall make available to all council members a report on the status of and balances of all individual line items in the council office budget. The budget manager will also work with the Administration to pursue dashboard capability for public and council review of all city budget line items.

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New council members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by the council office director in consultation with the central staff and shall consist of at least the following:
 1. City Charter and Spokane Municipal Code overview;
 2. Overview of the city's budget process and statutory budget requirements;
 3. Overview of the council rules of procedure and meeting process, including the sign-up process for public testimony;
 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.);
 5. Overview of all standing and outside boards and commissions to which

council members are appointed, including their functions, history, and composition;

6. Overview of policies and procedures relating to the publication of council materials and use of social media; and
7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

~~Notwithstanding the provisions of this rule, nothing in these council rules preclude~~Nothing in this section precludes the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of city council member.
- B. Unless excused by the council president or committee chair, as applicable, council members must attend the following recurring engagements:
 1. City council agenda review and legislative sessions;
 2. Standing committee meetings as scheduled;
 3. Study sessions, as scheduled by the council president;
 4. Ad hoc working groups as assigned;
 5. Outside boards and commissions as assigned (typically between 6-9);
 6. Neighborhood council meetings from their respective council district on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
 7. Constituent meetings as necessary;
 8. Staff meetings as necessary;
 9. Other council member meetings as necessary; and
 10. Community events as time permits.
- C. Council member absences shall be deemed unexcused unless (1) prior notice of

the absence has been provided to the council president or committee chair, as applicable, when it was practical to do so, and (2) the council president or committee chair approves the absence, which approval shall be liberally granted in instances of illness or medical necessity, family emergency or other unforeseen circumstance.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual council member appointment to boards, commissions, and committees by resolution no later than the second council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28 of each calendar year.
- C. Council shall consider and adopt changes to the council rules by resolution no later than February 28 of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The council president shall schedule a council retreat annually. Additional retreats may be scheduled throughout the year at the council president's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the city legal department regarding City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the city attorney with a copy sent to the city council policy advisor, who shall forward the legal department's response to the inquiry to the full council when (a) any related legislation appears on a committee or council agenda, (b) upon the request of any council member, or (c) if the policy advisor deems the communication relevant matters of interest to council members. All other inquiries may be directed to the city attorney alone, and the response from the legal department to the individual council member's inquiries shall not be forwarded to the city council policy advisor. All inquiries to and responses from the legal department, regardless how originated, shall remain confidential privileged communication unless the privilege is waived by the full council pursuant to Rule 1.3.B. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the city legal department or outside counsel, except to disclose (a) the fact that the city legal department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the city legal department. For example, the following statements would comply with this rule:

“I consulted with city legal on this legislation, and I think the proposal needs more work before we adopt it.”

“This resolution was forwarded to city legal. Based on their review of this resolution, I am not supporting it.”

“City legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it.”

Adopted by Resolution 2024-0119 (12/09/2024) 2026- (00/00/26)

Attachment:

A. Division Standing Committee Assignments (Rule 2.10.C)

COUNCIL RULES / OVERVIEW OF PROPOSED CHANGES FOR 2026
 (Updated 01-22-26)

Rule No	Topic	Change
1.2	Duty of Mutual Respect	<ul style="list-style-type: none"> • Adds to the duty of mutual respect the duty to uphold the “spirit and letter” of the council rules
1.3	Duty of Ethical Conduct	<ul style="list-style-type: none"> • Clarifies that any abstention must be consistent with Rule 2.17 (Deferral, Abstention)
1.4	Robert’s Rules	<ul style="list-style-type: none"> • Adds provision that presiding officer’s ruling on procedure may be challenged by motion per Rule 2.13 (Chair)
2.1	Place / Time of Meetings	<ul style="list-style-type: none"> • Clarifies language regarding agenda review to conform to current practice • Provides that the evening legislative session will be changed to Tuesday effective June 1, 2026 • Clarifies that executive session may be convened by the Council President rather than council “adjourning” to executive session • Clarifies the council president can combine agenda items for purposes of public testimony and voting absent objection from the council • Adds new language allowing council members to schedule district meetings (in lieu of Town Hall)
2.2	Open Forum	<ul style="list-style-type: none"> • Clarifies that Open Forum testimony shall not relate to “any published agenda”
2.3	Adjournment	<ul style="list-style-type: none"> • Clarifies that council may adjourn to the next regular meeting or to “properly noticed special meeting”
2.4	Special Meetings	<ul style="list-style-type: none"> • Adds additional provisions to provide a mechanism for a special meeting to be called by a majority of council members, per Section 10 of the Charter
2.8	Functions of Agenda	<ul style="list-style-type: none"> • Reduces the number of published agendas to two: “Draft” and “Final.” • Provides for Office Director and Clerk to develop a method for publicizing future legislative items
2.9	Introduction of Items	<ul style="list-style-type: none"> • Requires legislation to be in final or close to final form • Conforms rule to current practice for draft agendas • Clarifies that approval of claims is “legislation” • Adds special provision for council consideration of emergency declarations • Allows end-of-year SBOs to be added to council agenda without committee review and on Friday prior to final consideration if submitted first to Finance chair, vice-chair and Council Budget Director • Deletes rule 2.9.F (Public Rule) now that SMC 3.14 is enacted

Rule No	Topic	Change
2.10	Agenda Process	<ul style="list-style-type: none"> Clarifies that items uploaded by Mayor's office must go to relevant committee and not F & A Provides new procedure for removal and addition of sponsors Provides that committee agenda are to be circulated on Fridays (versus Thursdays) Adds new section providing means for chairs and council members to enforce rule on submission of complete agenda sheets and items
2.13	The Chair	<ul style="list-style-type: none"> Clarifies that any appeal of presiding officer decision is only debatable if debatable under Robert's Rules Clarifies presiding officer can declare the council is "at ease" or a declare a "recess"
2.14	Order of Business	<ul style="list-style-type: none"> Technical changes to recognize final and draft agendas Deletes section on Town Hall meetings (see change to Rule 2.1)
2.15	Public Participation	<ul style="list-style-type: none"> Minor changes to reflect change of published agendas
2.16	Public Testimony	<ul style="list-style-type: none"> Prohibits written testimony submitted under subsection G from including any "photographs, presentations, videos or other media"
2.17	Voting, Deferral	<ul style="list-style-type: none"> Adds word "Abstention" to the title of rule Clarifies when 6-month timeline for deferrals commences Clarifies that an abstaining council member may vote on certain procedural matters relating to a legislative item
2.18	Suspension of Rules	<ul style="list-style-type: none"> Requires that motion to suspend rules must be followed by a separate main motion (no combining the two motions) Provides that no debate is permitted on a motion to suspend the rules
2.19	Reconsideration	<ul style="list-style-type: none"> Technical change to clarify the motion only applies to a legislative items
2.21	Council Member Participation In Meetings; Debate	<ul style="list-style-type: none"> Minor change to wording
Rule 3	Adjudicative Appeals / Hearings	<ul style="list-style-type: none"> Extensive revision to distinguish between legislative hearings and adjudicative hearings
4.2	Amendment and Substitution	<ul style="list-style-type: none"> Clarifies that deadline to submit amendments is Wednesday prior to the item appearing on <i>updated</i> draft agenda Adds intent language regarding adoption of amendments and "clean agendas" Allows updating of contract or grant items without formal motion upon certain conditions Provides special amendment deadline for budget amendments Requires all amendments to be circulated in clean and redline format, and instructions clerks on how to publish them
Rule No	Topic	Change

6.1	Committees	<ul style="list-style-type: none"> • Switches meeting days of PIES and Urban Experience
6.2	Committee Process	<ul style="list-style-type: none"> • Adds language clarifying chair's prerogative to include presentations at committee "germane to the committee's ordinary business" and not otherwise on the council legislative agenda • Adds clarifying language that appearance of legislation must be in the assigned committee • Deletes language preventing committee meetings on Thursdays • Adds language reinforcing obligation to submit fully completed agenda sheets and materials
6.4	Ad Hoc Committees	<ul style="list-style-type: none"> • Technical changes to add clarity
7.3	Council Staff	<ul style="list-style-type: none"> • Changes rule to conform to Ordnance C36774 concerning central staff
7.5	Council members and Staff Orientation	<ul style="list-style-type: none"> • Minor wording change



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Submitting Dept	CODE ENFORCEMENT & PARKING	Date Rec'd	1/20/2026
Contact Name/Phone	JESTEN RAY 6819	Clerk's File #	OPR 2022-0129
Contact E-Mail	JRAY@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	Contract Item	Project #	
Council Sponsor(s)	KKLITZKE	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	PARKING SERVICES – 1460. MOBILE PARKING PAYMENT SYSTEM(S) CONTRACT		

Agenda Wording

ParkMobile, LLC (OPR 2022-0129) is the Mobile Parking Payment Systems Integrator for Parking Services and the merchant of record. The original contract term was 3 years with the option for annual renewal. This is the second contract renewal which will run from January 1, 2026 to December 31, 2026. The anticipated expense is \$300,000 and revenue is \$2.5 Million.

Summary (Background)

ParkMobile, LLC has been the City's Mobile Parking Payment Systems Integrator and merchant of record since 2022. The City saw around 70,000 mobile transactions a month in 2025. Mobile parking revenue fees are taken from revenue received.

What impacts would the proposal have on historically excluded communities?

The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible. This item supports the operations of Parking Services.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

We do not collect data on race, ethnicity, gender, income level, etc. Those demographics are not available to us, nor do we require them to use a parking payment app.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Parking Services follows the City's established procurement regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 300,000

Current Year Cost \$ 300,000

Subsequent Year(s) Cost \$ TBD

Narrative

Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Amount		Budget Account
Expense	\$ 300,000	# 1460- 21200- 21710-54914-24006
Revenue	\$ 2,500,000	# 1460- 21200- 99999- 36231-24006
Select	\$	#

Funding Source Recurring

Funding Source Type Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence

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

Mobile parking revenue fees are taken from revenue received

Approvals	Additional Approvals
<u>Dept Head</u>	GARCIA, LUIS
<u>Division Director</u>	MACDONALD, STEVEN
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Distribution List

brooke.feldman@arrive.com	jsnyder@spokanecity.org
jray@spokanecity.org	mlarson@spokanecity.org
adbrown@spokanecity.org	parkingservicesaccounting@spokanecity.org
nzollinger@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	1.26.26
Submitting Department	Parking Services
Contact Name	Jesten Ray
Contact Email & Phone	jray@spokanecity.org ; 509-625-6819
Council Sponsor(s)	Council Member Klitzke and Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Parking Services – 1460; Mobile Parking Payment System(s) Integrator Contract Renewal #2
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	ParkMobile, LLC is the Mobile Parking Payment Systems Integrator for Parking Services and the merchant of record. The original contract term was 3 years with the option for annual renewal. This is the second contract renewal which will run from January 1, 2026 to December 31, 2026. The anticipated expense is \$300,000 and revenue is \$2.5 Million.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$300,000</u> Current year cost: \$300,000 Subsequent year(s) cost: N/A	
Narrative: The contract is revenue generating. Mobile parking revenue fees are taken from revenue received.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We do not collect data on race, ethnicity, gender, income level, etc. Those demographics are not available to us, nor do we require them to use a parking payment app.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

The City makes sure ParkMobile meets the agreed upon terms of the contract which determines effectiveness.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A



City of Spokane

CONTRACT RENEWAL #2

Title: Mobile Parking Payment System(s) Integrator

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARKMOBILE, LLC.**, whose address is 1100 Spring Street NW, Suite 200, Atlanta, Georgia 30309 as ("Firm"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide a Mobile Parking Payment ("MPP") System for the City of Spokane; and

WHEREAS, the original Contract allowed for annual upon mutual agreement of the Parties, this is renewal #2, thus, the original Contracts 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, dated March 4, 2022, and March 11, 2022, 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. EFFECTIVE DATE.

This Contract Renewal shall become effective on January 1, 2026, and shall end December 31, 2026.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIX HUNDRED THOUSAND AND 00/100 (\$600,000.00)** plus tax if applicable, 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.

4. DEBARMENT AND SUSPENSION.

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

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.

PARKMOBILE, LLC.

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

25-247a

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

ATTACHMENT A

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2025

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 Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	CONTACT NAME: Laura McDonald	
	PHONE (A/C, No. Ext): 678-393-5244	FAX (A/C, No):
INSURED ParkMobile USA, Inc. 1100 Spring Street Suite 200 Atlanta, GA 30309	E-MAIL ADDRESS: laura_mcdonald@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Federal Insurance Company	20281
	INSURER B: Chubb Indemnity Insurance Company	12777
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 380450901

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			36091030	5/1/2025	5/1/2026	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	
OTHER:	\$								
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73651271	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			56729349	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 10,000,000	
							AGGREGATE	\$ 10,000,000	
								\$	
								\$	
B	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		71835201	5/1/2025	5/1/2026	X PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

Certificate Holder is an Additional Insured as respects to the General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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

Christopher R. Ward

Entity name: PARKMOBILE, LLC

Business name: PARKMOBILE, LLC

Entity type: Limited Liability Company

UBI #: 603-478-652

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1100 SPRING ST NW STE 200
ATLANTA GA 30309-2824Mailing address: 1100 SPRING ST NW
STE 200
ATLANTA GA 30309-2824Excise tax and reseller permit status: [Click here](#)Secretary of State information: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Mercer Island General Business - Non-Resident	250966			Active	Jul-31-2026	Jul-18-2025
Spokane General Business - Non-Resident				Active	Jan-31-2026	Mar-16-2022

Owners and officers on file with the Department of Revenue

Owners and officers

Title

PARKMOBILE USA, INC.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Date Rec'd

1/14/2026

Clerk's File #

Cross Ref #

OPR 2021-0202

Project #

Bid #

Requisition # CR28240

Submitting Dept INFORMATION TECHNOLOGY

Contact Name/Phone PEGGY LUND 6954

Contact E-Mail KLUND@SPOKANE CITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) PDILLON ZZAPPONE

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name EUNA SOLUTIONS ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT

Agenda Wording

Contract with EUNA Solutions Inc. for Subscription and Support of the Financial Planning & Management System from March 22, 2026 through March 21, 2027. Contract amount is \$184,624.97 (before sales tax).

Summary (Background)

EUNA Solutions Inc. is the City's Financial Planning and Budgeting system. EUNA Solutions is the only supplier for support of this system. Contract utilizing Sourcewell #060624-GTH Cooperative contract. 2026 contract amount is \$184,624.97 (before sales tax).

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software subscription

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable – annual software subscription

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable – annual software subscription

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Financial Planning & Budgeting software.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost **\$ 184,624.97**Current Year Cost **\$ 184,624.97**Subsequent Year(s) Cost **\$ NA****Narrative****Amount****Budget Account**

Expense	\$ 184,624.97	# 5300-73300-18850-54214-99999
Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**

<u>Dept Head</u>	MARTINEZ, LAZ	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

Brian Haney brian.haney@eunasolutions.com Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org IT - itadmin@spokanecity.org

Tax & Licenses



City of Spokane

CONTRACT

**Title: FINANCIAL PLANNING AND BUDGETING
SOFTWARE ANNUAL SUBSCRIPTION**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **EUNA SOLUTIONS, INC.**, whose address is 1155 Perimeter Center West, Suite 500, Sandy Springs, GA 30338, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Financial Planning and Budgeting Software Annual Subscription Services, in accordance with Euna Solutions Software Subscription Price Quote under Sourcewell #060624-GTH Cooperative Contract, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin March 21, 2026, and run through March 20, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed four (4) additional one-year (1) contract periods.
3. **COMPENSATION**. The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED TWENTY-FOUR AND 97/100 DOLLARS (\$184,624.97) plus tax if applicable**, for everything furnished and done under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. If Company experiences a change of control attributable to an asset sale, Company agrees to notify City of such change prior to assignment of this Contract.
7. **AMENDMENTS**. This Contract may be amended at any time by mutual written agreement.

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

9. **TERMINATION**. Termination for convenience and for cause are addressed in the Sourcewell Cooperative Contract attached as Exhibit B.

10. **INSURANCE**. During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least \$5,000,000 per claim and in the aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

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

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

EUNA SOLUTIONS, INC.

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Euna Solutions Software Subscription Price Quote under Sourcewell #060624-GTH Cooperative Contract

26-002a

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B

Euna Renewal Order Form

Prepared for:

City of Spokane
808 W Spokane Falls Blvd, Spokane, Washington 99201
United States

Prepared by:

Euna Solutions, Inc.
Michael Woods
michael.woods@eunasolutions.com

PRICE QUOTE

Quote Expiry Date: 31 January 2026

This purchase made in accordance with: Sourcewell
#060624-GTH cooperative contract»

Subscription Term: 1 years

Subscription Start Date: March 21 2026 – March 20
2027

Annual Subscriptions

Solution	Description	Quantity
	Hosting Annual Fees	1.0
	Operating Budgeting + Capital + Personnel	
	Budgeting + OpenBook + Budget	1.0
	Book	
Year 1 Total:		\$184,624.97

ORDER NOTES

Fees By Year:

- Year 1 – \$184,624.97

Total Contract Value – \$184,624.97

Euna Budget Professional Maintenance: \$165,374.97

BudgetBook Studio: \$19,250.00 (Includes 25% reduction for this renewal term)

Terms of Payment:**NOTE THAT THIS IS NOT AN INVOICE**

- Annual Subscriptions
 - Annual subscription begins on subscription start date
 - Due 100% upon in advance subscription start date (Net 30) Order Form Acceptance Date (Net 30) and annually in advance for future years
- One-Time Services
 - Due 100% upon Order Form Acceptance Date (Net 30)
- Applicable sales tax extra

Professional Services Fees Schedule: N/A

Additional Notes:

- Renewal Order made in accordance with Sourcewell Contract #060624-GTH - Sourcewell Account #: City of Spokane #33592

ACCEPTANCE

City of Spokane

Signature: _____

Name: _____

Title: _____

Acceptance Date: _____

For Customer Invoicing Purposes:

Tax ID # _____

Is this purchase tax exempt? Yes No. If Yes, please include your tax exempt form for our records.**Contact Information for Notices and Invoices:****Name:****Email:****Terms and Conditions**

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at www.eunasolutions.com/eula/ (the “Agreement”).

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.



CERTIFICATE OF LIABILITY INSURANCE

6/30/2026

DATE (MM/DD/YYYY)

6/30/2025

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	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT						
		NAME:						
		PHONE (A/C, No. Ext):			FAX (A/C, No.):			
		E-MAIL ADDRESS:						
		INSURER(S) AFFORDING COVERAGE						NAIC #
		INSURER A : Berkley National Insurance Company						38911
INSURED	1515101 Euna Solutions, Inc. 1155 Perimeter Center West, Suite 500 Sandy Springs, GA 30338	INSURER B : Associated Industries Insurance Co, Inc. 23140						
		INSURER C : Indian Harbor Insurance Company 36940						
		INSURER D :						
		INSURER E :						
		INSURER F :						

COVERAGES **CERTIFICATE NUMBER:** 19324673 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div style="flex: 1;"> <input type="checkbox"/> Deductible: \$0 </div> </div> GEN'L AGGREGATE LIMIT APPLIES PER: <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC </div> <div style="flex: 1;">OTHER:</div> </div>		Y	N	TCP 7022821-11	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <input type="checkbox"/> ANY AUTO </div> <div style="flex: 1;"> <input type="checkbox"/> SCHEDULED AUTOS </div> <div style="flex: 1;"> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div style="flex: 1;"> <input type="checkbox"/> </div> </div>		Y	N	TCP 7022821-11	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXX	
							BODILY INJURY (Per accident)	\$ XXXXXXX	
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXX	
							Comp./Coll Ded.	\$ 1,000	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <input type="checkbox"/> EXCESS LIAB </div> <div style="flex: 1;"> <input type="checkbox"/> CLAIMS-MADE </div> </div> DED <input type="checkbox"/> RETENTIONS \$0		Y	N	TCP 7022821-11	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000	
								\$ XXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <input checked="" type="checkbox"/> N </div> <div style="flex: 1;"> <input type="checkbox"/> Y / N </div> <div style="flex: 1;"> <input type="checkbox"/> N / A </div> </div>		N	TWC 7022822-13	6/30/2025	6/30/2026	X 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	Primary Tech E&O/Cyber/PL		N	N	AES1234121-02	6/30/2025	6/30/2026	\$5M Per Claim. SIR: \$50K	
C	Excess Tech E&O/Cyber				MTE9049009 00	6/30/2025	6/30/2026	\$5,000,000 xs \$5,000,000 Per Claim	

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

Tech E&O refers to Technology Professional Liability. The total Tech E&O and Cyber limits with primary and excess policies are \$10M per claim and in the aggregate. City of Spokane WA. is an Additional Insured with respect to the liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. 30 Day Notice of Cancellation applies per the applicable policy language or endorsements.

CERTIFICATE HOLDER

19324673
 City of Spokane WA
 808 W Spokane Falls Bd
 Spokane WA 99201

CANCELLATION See Attachments

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Spokane WA
808 W Spokane Falls Blvd
Spokane WA 99201

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **19324673**.

- Email: mountainwestedelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non-contributory	N.	Damage to Premises Rented To You
D.	Additional Insured – Vendors	O.	Medical Payments
E.	Additional Insured – Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. ADDITIONAL INSURED - VENDORS

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in "your products" made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

F. AGGREGATE LIMIT PER LOCATION

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

2. Under **Section V - Definitions**, the following is added:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

G. AMATEUR ATHLETIC PARTICIPANTS

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. “Bodily injury” to:

- a. A co-participant, your “employee” or “volunteer worker” while participating in amateur athletic activities that you sponsor; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any “executive officer” (if you are an organization other than a partnership, joint venture, or limited liability company); or

2. “Property damage” to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- a. A co-participant, your “employee” or “volunteer worker”; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any “executive officer” (if you are an organization other than a partnership, joint venture, or limited liability company).

H. BODILY INJURY

Under **Section V - Definitions**, the definition of “bodily injury” is deleted and replaced by the following:

“Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

I. BROADENED NAMED INSURED

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for “property damage” liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:

- a. The exclusion for personal property in the care, custody or control of the insured does not apply to “property damage” to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
- b. The exclusions for:
 - (1) Property loaned to you;
 - (2) Personal property in the care, custody or control of the insured; and
 - (3) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it;do not apply to “property damage” to “customers’ goods” while on your premises nor do they apply to “property damage” arising from the use of elevators at premises you own, rent, lease or occupy.

2. Subject to the Each Occurrence Limit, the most we will pay for “property damage” to “customers’ goods” is \$25,000 per “occurrence”.

3. Under **Section V - Definitions**, the following is added:

“Customers’ goods” means goods of your customer on your premises for the purpose of being:

- a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

K. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item **d.**, the following is added:

This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".

2. Under **Section V - Definitions**, the following definition is added:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
 - a. Notify us of an "occurrence" offense, claim or "suit"; and
 - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item **a.**, **Expected Or Intended Injury**, is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Sub-paragraph **j.(6)** of Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph **6.** of **Section III - Limits Of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph **5.** above, the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations; is the most we will pay under Coverage **A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.
4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
 - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;
5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

O. MEDICAL PAYMENTS

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph **1., Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

P. NON-OWNED AIRCRAFT

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item **2., Exclusions**, item **g., Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
 - a. Hired, chartered or loaned with a paid crew; and
 - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

Q. NON-OWNED WATERCRAFT

1. Under **Section II - Who Is Insured**, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

 - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

S. SUPPLEMENTARY PAYMENTS

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

T. UNINTENTIONAL OMISSION

Under **Section IV - Commercial General Liability Conditions**, paragraph **6., Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

U. WAIVER OF SUBROGATION - BLANKET

Under **Section IV - Commercial General Liability Conditions**, paragraph **8., Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.



Washington State Department of Revenue

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** EUNA SOLUTIONS, INC.**Business name:** EUNA SOLUTIONS, INC.**Entity type:** Profit Corporation**UBI #:** 605-631-393**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:**
363 W ERIE ST
FL 7
CHICAGO IL 60654**Mailing address:**
603 MICHIGAN DRIVE
UNIT 1
OAKVILLE ON L6L 0G2 CANADA

Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Nov-30-2026	Nov-06-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AMBURGEY, TOM	President
CROCKER, ROB	Treasurer
LENCHAK, BRENNNA	Secretary

The Business Lookup information is updated nightly. Search date and time:
1/12/2026 12:25:00 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





City of Spokane

Minor Contract Summary

Clerk File #
OPR 2025-0254

Destruct Date
01/01/2042

Cross Ref

Alt File #

Department Name*

CONTRACTS & PURCHASING

Department Project #

CR #

Submitter

LAGA

Primary Contact

THEA PRINCE

Primary Contact Email

TPRINCE@SPOKANE CITY.
ORG

Starting Date

Contractor/Consultant

Name\Contractor\Firm*

SOURCEWELL

Contact Name

Contact Email

Address

Remittance Address

City, State, Zip

Remittance City, State, Zip

Summary of Services

Description*

Master Intergovernmental Cooperative Purchasing Agreement

Special Instructions for Clerks Office

This agreement is retroactive to 12/30/2019 per Purchasing Dept. Per Legal and Clerks, no signature from vendor needed due to Confirmation document.

Alex Scott is the signer

Contract Cost

Amount	Budget Code	Notes
		RUNS UNTIL TERMINATED

Total Amount*

\$0.00

Effective Date*

12/30/2019

Expiration Date*

12/30/2035

Contract Type*

OTHER

If new vendor, W-9 and ACH form has been submitted to Accounting*

NO

Quotes (per Purchasing Policy to be kept on file in Dept.)*

NO

NO

City Business Registration (attach verification that a current business license number exists)*

NO

If Public Works Contract, Contractor has been notified of State Law requirements.*

NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve)*

NO

Is this a Lease?*

NO

Electronic Approvals

Accountant for Review*

DDANIELS

Additional Review (Optional)

Accountant	Date
DANIELS, DERREK	03/13/2025
Department Head	Date
NECHANICKY, JASON	03/13/2025
Division Head	Date
Grants (If applicable)	Date

Distribution List

Contractor Email

Dept Contact Email

jnechanicky@spokanecity.org

Additional Email

tprince@spokanecity.org

Additional Email

laga@spokanecity.org

Additional Email

Contract Accounting Email

jrhall@spokanecity.org

Taxes and Licenses Email

tax&licenses@spokanecity.org

Additional Email

Additional Email

Additional Email



SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of Spokane (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By Alex Scott
Its City Administrator

TITLE

3/16/2025

DATE

Sourcewell

TITLE

DATE

Rev. 5/2018

Alexander Scott
City Administrator

Approved as to form:

Attest:

Tim Szambelan

Timothy E. Szambelan Assistant City Attorney

Janet H. Hause

city clerk



MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name*	City of Spokane	
Address*	808 W Spokane Falls Blvd	
City	Spokane	
State/Province Code	WA	ZIP code* 99201
Country	US	
Employer Identification Number	91-6001280	
Website		
Contact person* (First, Last)	Thea	Prince
Job Title*	Senior Procurement Specialist	
Job Role*		
E-mail*	tprince@spokanecity.org	
Phone*	509-625-6403	

Organization Type:
Government

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed



Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*



Thank you for your submission!

Your organization's member ID is **33592**. You can begin using Sourcewell awarded contracts today.

[Search Contracts.](#)

Questions? Contact us at membership@sourcwell-mn.gov.

[Download completed application \(PDF\)](#)



[Sourcewell for Vendors →](#)

[Terms & Conditions](#)

[Privacy Policy](#)

[Sitemap](#)

[Accessibility](#)

© 2019 Sourcewell. All rights reserved.

Certificate Of Completion

Envelope Id: CA390B14-6631-4ABA-87E9-B6E4385CBB84

Status: Completed

Subject: OPR 2025-0254 - CONTRACT - SOURCEWELL

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

EnvelopeD Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

3/14/2025 2:14:14 PM

drose@spokanecity.org

Signer Events

Signature

Timestamp

Tim Szambelan



Sent: 3/14/2025 2:20:28 PM

tszambelan@spokanecity.org

Viewed: 3/14/2025 2:27:55 PM

Timothy E. Szambelan Assistant City Attorney

Signed: 3/14/2025 2:28:25 PM

City of Spokane

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Alexander Scott



Sent: 3/14/2025 2:28:26 PM

ascott@spokanecity.org

Viewed: 3/16/2025 11:16:04 AM

City Administrator

Signed: 3/16/2025 11:16:42 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.215.112.255

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/16/2025 11:16:04 AM

ID: 6ca2afcc-b462-4b13-bf12-a9d9f1337352

Terri L. Pfister



Sent: 3/16/2025 11:16:44 AM

tpfister@spokanecity.org

Viewed: 3/17/2025 9:24:43 AM

City Clerk

Signed: 3/17/2025 10:32:16 AM

City of Spokane



Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 73.83.241.58

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/14/2025 2:20:28 PM
Envelope Updated	Security Checked	3/17/2025 9:50:26 AM
Certified Delivered	Security Checked	3/17/2025 9:24:43 AM
Signing Complete	Security Checked	3/17/2025 10:32:16 AM
Completed	Security Checked	3/17/2025 10:32:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Date Rec'd

1/8/2026

Clerk's File #

OPR 2023-0313

Cross Ref #

Project #

Bid #

Requisition #

CR28241

Submitting Dept INFORMATION TECHNOLOGY

Contact Name/Phone PEGGY LUND X6954

Contact E-Mail KLUND@SPOKANE CITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) PDILLON MCATHCART

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO

Public Works? NO

Agenda Item Name DLT SOLUTIONS

Agenda Wording

Contract renewal 3 of 4 with DLT Solutions, LLC. For AutoDesk software products, services and support from March 12, 2026 through March 25, 2027 for the amount of \$86,476.86 plus tax.

Summary (Background)

Contract renewal with DLT Solutions for AutoDesk software products and services including AutoCAD, InfoWater Pro, Civil 3D and Priority Support - Telephone support. AutoCAD equips architects and engineers with precision tools for design & annotation, automates drafting tasks and maximizes productivity. Company Quote number 5349248.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable – annual software maintenance

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable – annual software maintenance

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost **\$ 94,346.25**Current Year Cost **\$ 94,346.25**Subsequent Year(s) Cost **\$ NA****Narrative****Amount****Budget Account**Expense **\$ 48,869.12** **# 5300-73300-18850-54820-99999**Expense **\$ 21,433.79** **# 4100-30210-34141-53104-99999**Expense **\$ 24,043.34** **# 4250-30210-38141-53104-99999**Select **\$ #**Select **\$ #**Select **\$ #****Funding Source** N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head MARTINEZ, LAZ PURCHASING WAHL, CONNIEDivision DirectorAccounting Manager BUSTOS, KIMLegal HARRINGTON,For the Mayor PICCOLO, MIKE**Distribution List**

Shaun Gaffrey; shaun.gaffrey@dlt.com Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org IT - itadmin@spokanecity.org

Tax & Licenses



City of Spokane

CONTRACT RENEWAL 3 of 4

**Title: AUTODESK SOFTWARE LICENSING
AND SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DLT SOLUTIONS, LLC.**, whose address is 2411 Dulles Corner Park, Suite 800, Herndon, Virginia 20171 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Autodesk Software Licensing and Support; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the third of those renewals, therefore 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, dated March 21, 2023, and March 24, 2023, 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. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 12, 2026, and shall end March 25, 2027.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-SIX THOUSAND FOUR HUNDRED SEVENTY-SIX AND 86/100 (\$86,476.86)**, plus tax if applicable, 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.

4. DEBARMENT AND SUSPENSION.

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

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.

DLT SOLUTIONS, LLC.

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

Attachment B – Company's Price Quote #5349248 dated December 1, 2025.

25-269

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

ATTACHMENT B



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
11/21/2025

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED DLT Solutions, LLC Attn: Steve McDaneld 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: Travelers Indemnity Company of CT	25682
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W41869915

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			HC20GLSA-9P530707-COF- 25	12/01/2025	12/01/2026	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	GEN'L AGGREGATE LIMIT APPLIES PER:			HECAP-9P53069A-TCT-25	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP-9P531415-25-I3	12/01/2025	12/01/2026	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-0W186076-25-I3-K	12/01/2025	12/01/2026	<input checked="" type="checkbox"/> PER STATUTE	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	Workers' Compensation and Employer's Liability (AZ, MA & WI) - Per Statute			UB-0W196844-25-I3-R	12/01/2025	12/01/2026	E.L. Each Accident	\$ 1,000,000	
							E.L. Disease - pol Lim	\$ 1,000,000	
							E.L. Disease - ea Empl	\$ 1,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** DLT SOLUTIONS, LLC**Business name:** DLT SOLUTIONS**Entity type:** Limited Liability Company**UBI #:** 603-384-071**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:**
2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Mailing address:**
2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jun-30-2026	Oct-03-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DONOHUE, JOE	

Registered Trade Names

Registered trade names	Status	First issued
DLT SOLUTIONS	Active	Mar-07-2014

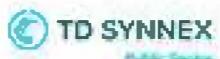
[**Contact us**](#)

How are we doing?

[**Take our survey!**](#)

Don't see what you expected?

[**Check if your browser is supported**](#)



Price Quotation

Quote: 5349248

Reference: 1960224

Date: 12/01/2025

Expires: 01/30/2026

To: Michael Myers
Spokane City of (WA)
808 W Spokane Falls Blvd
Spokane, WA 99201

From: Amy Gazes
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (509) 625-6230
Fax: (509) 625-6349
Email: mmyers@spokanecity.org

Phone: (703) 708-9600
Fax: (703) 708-9600
Email: amy.gazes@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-1004929	C1RK1-002672-L851	OM	1	\$2,057.92	\$2,057.92
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal 110002067742						
PoP: 3/12/2026 through 3/11/2027						
2	9701-1008733	02HI1-009608-L819	OM	19	\$1,345.75	\$25,569.25
Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) 110002067742						
PoP: 3/12/2026 through 3/11/2027						
3	9701-1008749	C1RK1-007978-L879	OM	1	\$741.64	\$741.64
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) 110002067742						
PoP: 3/12/2026 through 3/11/2027						
4	9701-1008764	057J1-003478-L689	OM	7	\$235.75	\$1,650.25
AutoCAD LT Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) 110002067742						
PoP: 3/12/2026 through 3/11/2027						
5	9701-1454	02HI1-001099-L942	OM	20	\$672.88	\$13,457.60
Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In 110003507118						
PoP: 3/26/2026 through 3/25/2027						
6	9701-1470	C1RK1-004100-L346	OM	10	\$370.82	\$3,708.20
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In 110003507118						
PoP: 3/26/2026 through 3/25/2027						



Price Quotation

Quote: 5349248

Reference: 1960224

Date: 12/01/2025

Expires: 01/30/2026

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
7	9701-4652	C6901-007376-L183	OM	4	\$9,823.00	\$39,292.00
InfoWater Pro Government Single-user Annual Subscription Renewal 110003507118						
PoP: 3/12/2026 through 3/11/2027						
NOTE ****BUDGETARY PRICING****						

Total	\$86,476.86
-------	-------------

Contract Number: OPEN MARKET

DUNS #: 78-646-8199

Federal ID #: 54-1599882

CAGE Code: 0S0H9

FOB: Destination

Terms: Net 30 (On Approved Credit)

DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT [HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES](https://www.dlt.com/products/client-commercial-licenses). THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONREOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-
Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Submitting Dept	FLEET SERVICES		Date Rec'd	1/16/2026
Contact Name/Phone	RICK GIDDINGS 509-625-7706		Clerk's File #	OPR 2026-0057
Contact E-Mail	RGIDDINGS@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Purchase w/o Contract		Project #	
Council Sponsor(s)	PDILLON MCATHCART		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	5100 - PURCHASE OF 2 CHEVROLET SILVERADO EV PICKUPS FOR ENGINEERING			

Agenda Wording

Fleet Services would like to purchase (2) 2026 Chevrolet Silverado EV pickups for the Engineering Department.

Summary (Background)

Units will replace 2 costly leased vehicles. Vehicles will be purchased from Bud Clary Chevrolet using a Washington State DES contract. Total cost for both units including applicable sales tax is \$119,182. Lifecycle costs are significantly lower than equivalent ICE units.

What impacts would the proposal have on historically excluded communities?

None identified.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data will not be collected.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Fleet Services collects and analyzes lifecycle data.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with City Centralized Fleet Policy and CIP.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 119,182
Current Year Cost	\$ 119,182
Subsequent Year(s) Cost	\$ 0

Narrative

Vehicles will be purchased using an approved cooperative contract following all City competitive purchasing rules. Lifecycle costs are significantly lower than equivalent ICE units.

Amount	Budget Account
Expense \$ 119,182	# 0370-30210-94440-56404-99999
Select \$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Reserves
----------------------------	----------

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time
---------------------------	----------

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

<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-1-319 - SPOKANE, CITY OF - 23210
Date: Tuesday, January 13, 2026 12:20:58 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-1-319 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: RGIDDINGS@SPOKANE CITY.ORG

Quote Notes: Engineering

Vehicle Location: SPOKANE CITY

Color Options & Qty

Summit White(GAZ) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08039-0001	2026 Chevy Silverado EV(CT35843) Crew Cab e4WD Truck	2	\$58,250.00	\$116,500.00
2026-08039-0002	***INFORMATION ONLY: SALES TAX ONLY 8.4%***	2	\$0.00	\$0.00
2026-08039-0003	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262***	2	\$0.00	\$0.00
2026-08039-0004	***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys.	2	\$0.00	\$0.00
2026-08039-0005	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	2	\$0.00	\$0.00

2026-08039-0006	Standard vehicle: 2026 Chevy Silverado EV Crew Cab e4WD 3WT which includes WT Select Package includes (BVE) Assist Steps, (KV7) Offboarding Power and (ZL6) Trailer Integration Package, Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection-limited availability	2	\$0.00	\$0.00
2026-08039-0009	4WT Model	2	(\$5,000.00)	(\$10,000.00)
2026-08039-0010	***Options listed below for 4WT Model ONLY***	2	\$0.00	\$0.00
2026-08039-0019	VEHICLE DELIVERY - PLEASE SELECT ONE:	2	\$0.00	\$0.00
2026-08039-0022	Delivery to customer location in Eastern Washington. (DLR)	2	\$400.00	\$800.00
2026-08039-0205	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	2	\$76.00	\$152.00
2026-08039-0206	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	2	\$52.00	\$104.00
2026-08039-0207	Mud Flaps, Front (DLR)	2	\$221.00	\$442.00
2026-08039-0208	Mud Flaps, Rear (DLR)	2	\$221.00	\$442.00
2026-08039-0209	SPRAY-IN Bedliner for vehicles with Power Outlets in bed (pro-power onboard, BEV) (DLR)	2	\$652.00	\$1,304.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	2
Sub Total:	\$109,744.00
8.6 % Sales Tax:	\$9,437.98
Quote Total:	\$119,181.98



Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is _____
- SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan

Signature

kathleen.brennan@budclary.com

email

700 7th Avenue

Address

Date: 10/22/25

Government Contracts Manager

Title

360-423-4321

phone

Longview, WA 98632

City, State, Zip

UBI#604671883

(Washington State, if available)

For Internal Use only: Approved:

Rejected:

If rejected provide reason:

Reviewed By:

Date:

10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Submitting Dept	FLEET SERVICES		Date Rec'd	1/16/2026
Contact Name/Phone	RICK GIDDINGS 509-625-7706		Clerk's File #	
Contact E-Mail	RGIDDINGS@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Purchase w/o Contract		Project #	
Council Sponsor(s)	PDILLON MCATHCART		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	5100 - PURCHASE OF 4 CHEVROLET SILVERADO EV PICKUPS FOR SOLID WASTE			

Agenda Wording

Fleet Services would like to purchase 4 2026 Chevrolet Silverado Battery Electric Pickups for Solid Waste Collections.

Summary (Background)

Vehicles are used by SWC supervisors for incident response and will replace older units that have surpassed their economic lifecycle. Vehicles will be purchased from Bud Clary Chevrolet using a Washington State DES cooperative contract. Total purchase price for all four including applicable sales tax is \$254,367. Total cost of ownership analysis shows lifecycle costs are significantly below equivalent ICE units.

What impacts would the proposal have on historically excluded communities?

None identified.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data will not be collected.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Lifecycle cost data is collected and analyzed by Fleet Services.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with City Centralized Fleet Management Policy and CIP program.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 254,367

Current Year Cost \$ 254,367

Subsequent Year(s) Cost \$ 0

Narrative

Vehicles will be purchased using an approved cooperative contract following all city competitive purchasing rules. Lifecycle costs are significantly less than equivalent ICE vehicles.

Amount**Budget Account**

Expense	\$ 254,367	# 4500-45900-94370-56404-99999
Select	\$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Reserves
----------------------------	----------

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time
---------------------------	----------

Other budget impacts (revenue generating, match requirements, etc.)**Approvals****Additional Approvals**

<u>Dept Head</u>	GIDDINGS, RICHARD	
------------------	-------------------	--

<u>Division Director</u>	STRATTON, JESSICA	
--------------------------	-------------------	--

<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA	
---------------------------	---------------------	--

<u>Legal</u>	HARRINGTON,	
--------------	-------------	--

<u>For the Mayor</u>		
----------------------	--	--

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
---------------------------	-------------------------

atrussell@spokanecity.org	
---------------------------	--

--	--

--	--

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-1-427 - SPOKANE, CITY OF - 23210
Date: Thursday, January 15, 2026 2:39:16 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-1-427 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: RGIDDINGS@SPOKANE CITY.ORG

Quote Notes: Quote 2 SWC Silverado EVs

Vehicle Location: SPOKANE CITY

Color Options & Qty

Summit White(GAZ) - 4

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08039-0001	2026 Chevy Silverado EV(CT35843) Crew Cab e4WD Truck	4	\$58,250.00	\$233,000.00
2026-08039-0002	***INFORMATION ONLY: SALES TAX ONLY 8.4%***	4	\$0.00	\$0.00
2026-08039-0003	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262***	4	\$0.00	\$0.00
2026-08039-0004	***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys.	4	\$0.00	\$0.00
2026-08039-0005	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	4	\$0.00	\$0.00

2026-08039-0006	Standard vehicle: 2026 Chevy Silverado EV Crew Cab e4WD 3WT which includes WT Select Package includes (BVE) Assist Steps, (KV7) Offboarding Power and (ZL6) Trailer Integration Package, Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection-limited availability	4	\$0.00	\$0.00
2026-08039-0009	4WT Model	4	(\$5,000.00)	(\$20,000.00)
2026-08039-0022	Delivery to customer location in Eastern Washington. (DLR)	4	\$400.00	\$1,600.00
2026-08039-0205	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	4	\$76.00	\$304.00
2026-08039-0206	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	4	\$52.00	\$208.00
2026-08039-0207	Mud Flaps, Front (DLR)	4	\$221.00	\$884.00
2026-08039-0208	Mud Flaps, Rear (DLR)	4	\$221.00	\$884.00
2026-08039-0301	AMBER PACKAGE - Base Surface Lighting Package. (4) Soundoff mPower 4in LED amber warning lights, installed (2) on front of vehicle (at rear of hood facing forward), (2) on rear of vehicle. Wired to 8-button controller. (AL301)	4	\$2,179.00	\$8,716.00
2026-08039-0305	DECKED in bed storage system for Silverado EV (GM) (DD576)	4	\$2,025.00	\$8,100.00
2026-08039-0306	DECKED - Add key locks to bed drawers. (DD591)	4	\$132.00	\$528.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	4
Sub Total:	\$234,224.00
8.6 % Sales Tax:	\$20,143.26
Quote Total:	\$254,367.26



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Submitting Dept	FLEET SERVICES		Date Rec'd	1/16/2026
Contact Name/Phone	RICK GIDDINGS 509-625-7706		Clerk's File #	OPR 2026-0056
Contact E-Mail	RGIDDINGS@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Purchase w/o Contract		Project #	
Council Sponsor(s)	PDILLON MCATHCART		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	5100 - PURCHASE OF 2 ELECTRIC VEHICLES FOR THE FACILITIES DEPARTMENT			

Agenda Wording

Fleet Services would like to purchase (1) 2026 Chevrolet Silverado EV, and (1) 2026 Toyota BZ electric vehicle.

Summary (Background)

Vehicles are used by Facilities staff for transportation and equipment hauling and will replace older units that have exceeded their economic lifecycle. Units will be purchased using Washington State DES contracts. Cost for both including applicable sales tax is \$98,054. Lifecycle costs for both are significantly less than equivalent ICE vehicles.

What impacts would the proposal have on historically excluded communities?

None identified.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data will not be collected.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Lifecycle costs are collected and analyzed by Fleet Services.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Follows City Centralized Fleet Management Policy and CIP.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost **\$ 98,054**Current Year Cost **\$ 98,054**Subsequent Year(s) Cost **\$ 0****Narrative**

Units will be purchased using approved cooperative contracts following al City Purchasing rules. Lifecycle costs are significantly less than equivalent ICE vehicles.

Amount**Budget Account**

Expense	\$ 98,054	# 5900-30210-94180-56404-99999
Select	\$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Reserves
----------------------------	----------

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time
---------------------------	----------

Other budget impacts (revenue generating, match requirements, etc.)**Approvals****Additional Approvals**

<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
---------------------------	-------------------------

atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
---------------------------	---

facilitiesdepartment@spokanecity.org	facilitiesaccounting@spokanecity.org
--------------------------------------	--------------------------------------

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-1-317 - SPOKANE, CITY OF - 23210
Date: Tuesday, January 13, 2026 12:17:05 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-1-317 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: RGIDDINGS@SPOKANE CITY.ORG

Quote Notes: Facilities

Vehicle Location: SPOKANE CITY

Color Options & Qty

Summit White(GAZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08039-0001	2026 Chevy Silverado EV(CT35843) Crew Cab e4WD Truck	1	\$58,250.00	\$58,250.00
2026-08039-0002	***INFORMATION ONLY: SALES TAX ONLY 8.4%***	1	\$0.00	\$0.00
2026-08039-0003	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262***	1	\$0.00	\$0.00
2026-08039-0004	***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2026-08039-0005	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-08039-0006	Standard vehicle: 2026 Chevy Silverado EV Crew Cab e4WD 3WT	1	\$0.00	\$0.00

which includes WT Select Package includes (BVE) Assist Steps, (KV7) Offboarding Power and (ZL6) Trailer Integration Package, Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection-limited availability

2026-08039-0009	4WT Model	1	(\$5,000.00)	(\$5,000.00)
2026-08039-0022	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2026-08039-0100	***DEALER INSTALLED OPTIONS LISTED BELOW***	1	\$0.00	\$0.00
2026-08039-0205	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$76.00	\$76.00
2026-08039-0206	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$52.00	\$52.00
2026-08039-0207	Mud Flaps, Front (DLR)	1	\$221.00	\$221.00
2026-08039-0208	Mud Flaps, Rear (DLR)	1	\$221.00	\$221.00
2026-08039-0209	SPRAY-IN Bedliner for vehicles with Power Outlets in bed (pro-power onboard, BEV) (DLR)	1	\$652.00	\$652.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$54,872.00
8.6 % Sales Tax:	\$4,718.99
Quote Total:	\$59,590.99

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-1-441 - SPOKANE, CITY OF - 23210
Date: Friday, January 16, 2026 8:40:54 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-1-441 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423	Dealer: Bud Clary Toyota of Yakima (W6870) 2230 Longfibre Road Union Gap Wa 98903	Dealer Contact: Kathleen Brennan Dealer Phone: (360) 423-4321 Dealer Email: toyota.orders@buddclary.com
-------------------	---	--

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANE CITY.ORG
Quote Notes: Facilities BZ
Vehicle Location: SPOKANE CITY

Color Options & Qty

EXTRA COST - Wind Chill Pearl - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03091-0001	2026 Toyota BZ (BEV)	1	\$30,014.00	\$30,014.00
2026-03091-0002	INFORMATION ONLY: Vehicle Sales Tax is 8.6%	1	\$0.00	\$0.00
2026-03091-0003	INFORMATION ONLY: Bud Clary Toyota of Yakima (Clary Union Gap, LLC) - DES Vendor #W6870	1	\$0.00	\$0.00
2026-03091-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0200. Standard Equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2026-03091-0005	INFORMATION ONLY: Toyota is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Toyota might not be able to provide price protection for vehicles that will need to be re-ordered as a 2026 model year. If Toyota is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00

2026-03091-0006	INFORMATION ONLY: Bud Clary Toyota of Yakima CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-03091-0010	2026 Toyota BZ, XLE Trim Level, Front-Wheel Drive (FWD), Battery Electric Vehicle (BEV), 5-passenger SUV. Lithium ion battery; 57.7 kWh, 288.6V; Single electric motor, Estimated Range: 236 miles. (2873) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	1	\$0.00	\$0.00
2026-03091-0012	XLE TRIM - All-Wheel Drive (AWD) [Includes Dual electric motors; 74.7kWh battery capacity, 391V; 388 (front 224/rear 118) hp, 198/125 (front/rear) lb-ft torque; X-MODE drive mode with Snow/Dirt, Deep Snow/Mud and Grip Control Modes; Downhill Assist Control (DAC); (1) 12V120W auxiliary power outlet in bottom storage tray; Dual-zone automatic climate control with rear seat vents; Estimated Range: 288 miles] (2872)	1	\$4,300.00	\$4,300.00
2026-03091-0027	All weather floor liners and cargo tray (2T)	1	\$333.00	\$333.00
2026-03091-0030	First Aid Kit (Includes sting pads, bandages, stretch bandage, steel scissors, all in a flame retardant zipper case) (3Z)	1	\$30.00	\$30.00
2026-03091-0031	Emergency Kit (Includes stainless steel pocket tool with pliers, wire cutters, two screwdrivers, Heat-reflective emergency blanket, flashlight, work gloves, automotive-grade hose tape, tire gauge, bungee cord, shop towel and tether strap, Booster/jumper cables) (7R)	1	\$74.00	\$74.00
2026-03091-0050	EXTRA COST PAINT: Wind Chill Pearl	1	\$466.00	\$466.00
2026-03091-0202	Delivery to customer in Eastern Washington (DLR)	1	\$200.00	\$200.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$35,417.00
8.6 % Sales Tax:	\$3,045.86
Quote Total:	\$38,462.86



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Date Rec'd

1/21/2026

Clerk's File #

OPR 2026-0058

Cross Ref #

ORD C35836

Project #

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

TIM 6218

Requisition #

Contact E-Mail

TSZAMBELAN@SPOKANE CITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

WHOLESAIL NETWORK FRANCHISE ASSIGNMENT

Agenda Wording

An assignment of the Wholesail Franchise agreement to NFC Northwest

Summary (Background)

Wholesail Networks LLC is assigning it's Franchise agreement with the City of Spokane to NFC Northwest to continue operating its Fiber System in the City.

What impacts would the proposal have on historically excluded communities?

None

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative**

No budget impact

Amount**Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head PICCOLO, MIKEDivision DirectorAccounting ManagerLegal SZAMBELAN, TIMOTHYFor the Mayor**Distribution List**

NFC Byron E Springer byron@networkfiberco.com Wholesail Jessica Epley jessica.epley@ziplly.com

jtaylor@spokanecity.org Iromine@spokanecity.org

jgilstrap@spokanecity.org



CITY OF SPOKANE
FRANCHISE ASSIGNMENT

This Contract Assignment is made and entered into by and between the **CITY OF SPOKANE**, as ("**City**"), a Washington municipal corporation, and **WHOLESAIL NETWORKS, LLC**, whose address is 135 Lake Street South, Suite 155, Kirkland, Washington 98033, as "**Assignor**", and **NFC NORTHWEST**, whose address is, whose address is 135 Lake Street South, Suite 155, Kirkland, Washington 98033, as "**Assignee**", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City and the Assignor entered into a Contract dated August 18, 2014, wherein the Assignor agreed to assign its Franchise Agreement to NFC Northwest; and

WHEREAS, NFC Northwest LLC will be working in a partnership with Ziply Fiber Pacific to provide internet services in Spokane; and

WHEREAS, the affiliate, Ziply Fiber Pacific will retain its franchise agreement; and

WHEREAS, the Assignor desires to assign the Contract to the Assignee and consent of the City is required for the Assignment.

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

1. ASSIGNMENT.

A. For value received, the Assignor assigns all of its rights, title and interest under the Contract described above to the Assignee effective February 1, 2026.

B. The Assignee accepts the Assignment and agrees to assume all contractual rights and liabilities arising after such date.

2. REPRESENTATIONS.

A. The City and the Assignor warrant and represent that the Contract is in full force and effect and is fully assignable.

B. The Assignor further represents that the rights being transferred are free of lien, encumbrance or adverse claim.

3. CONSENT OF THE CITY.

The City agrees to the above Assignment, affirming that no modification of the Contract is made or intended, except that the Assignee is now and hereafter substituted for the Assignor.

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

**WHOLESAIL NETWORKS, LLC,
ASSIGNOR**

By _____
Signature _____ Date _____

Type or Print Name

Title

**NFC NORTHWEST,
ASSIGNEE**

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:
Assignment Document

M26-014

INFRASTRUCTURE

BCE and PSP Investments Announce Strategic Partnership to Create Network FiberCo

Share

This news release contains forward-looking statements. For a description of the related risk factors and assumptions, please see the section entitled "Caution Regarding Forward-Looking Statements" later in this news release.

MONTRÉAL, May 8, 2025 – BCE Inc. (TSX: BCE) (NYSE: BCE), Canada's largest communications company [1], and Public Sector Pension Investment Board (PSP Investments), one of Canada's largest pension investors, today announced the formation of Network FiberCo, a long-term strategic partnership to accelerate the development of fibre infrastructure through Ziply Fiber, in underserved markets in the United States.

As a premier wholesale network provider, Network FiberCo will be focused on last-mile fibre deployment outside of Ziply Fiber's incumbent service areas, enabling Ziply Fiber to potentially reach up to 8 million total fibre passings.

PSP Investments has agreed to a potential commitment in excess of US\$1.5 billion.

Leadership Perspectives

“Today’s announcement represents a pivotal step in BCE’s fibre growth strategy. By bringing PSP Investments’ financial resources and acumen to Ziply Fiber, we are creating a scalable, capital-efficient platform to fund U.S. fibre footprint expansion. This strategic partnership will improve free cash flow generation and strengthen EBITDA accretion over the long term, reinforcing our commitment to delivering long-term value for shareholders while maintaining financial discipline.”

- **Mirko Bibic, President and CEO, BCE and Bell Canada**

“PSP Investments is pleased to partner with BCE, a long-standing Canadian champion of innovation and connectivity, to support the development of fibre infrastructure in Ziply Fiber’s target markets, which benefit from secular tailwinds. This commitment by PSP Investments will generate inflation linked and downside protected returns, which will contribute to fulfilling our mission to support the retirement of people who protect and serve Canada. PSP Investments has been an

investor in Ziply Fiber, and this partnership, leveraging our global infrastructure experience, aligns perfectly with our strategy and strengthens our diversified portfolio.”

- **Deborah Orida, President and Chief Executive Officer, PSP Investments**

“This strategic partnership aligns perfectly with Ziply Fiber’s mission to improve connectivity in the communities we serve. We’re combining our operational expertise with BCE’s scale and PSP Investments’ financial strength to accelerate fibre deployment, enhance customer experiences, and drive sustainable growth.”

- **Harold Zeitz, CEO, Ziply Fiber**

Key Highlights of the Strategic Partnership

- Ownership Structure: BCE through Ziply Fiber will hold a 49% equity stake in Network FiberCo, with PSP Investments owning 51% through its High Inflation Correlated Infrastructure Portfolio (HICI), contingent on closing of BCE’s acquisition of Ziply Fiber.
- Fibre Expansion Goals: Network FiberCo will develop approximately 1 million fibre passings in Ziply Fiber’s existing states and will target development of up to 5 million additional passings, which will enable Ziply Fiber to reach up to 8 million total fibre passings.
- Optimized Capital Efficiency: Network FiberCo will have its own non-recourse debt financing, which is anticipated to be the majority of its capital over time. BCE and PSP Investments will proportionately fund equity required by Network FiberCo to support fibre expansion.
- Complementary Skill Set: The operational capabilities of BCE combined with PSP Investments’ significant infrastructure investing experience will enable Network FiberCo to capture the substantial growth anticipated and deliver the target fibre passing for Ziply Fiber.

Strategic Rationale

The U.S. fibre broadband market represents a transformative growth opportunity, with penetration rates well below Canada’s and efficient construction costs enabling large-scale deployment. Network FiberCo’s scalable platform supports both organic fibre expansion and potential acquisitions while enhancing returns through its capital-efficient structure.

Driving Sustainable Growth

BCE’s proposed acquisition of Ziply Fiber marks a strategic entry into the U.S. broadband market, securing a leading management team and operating platform with significant long-term growth

potential. This disciplined reinvestment unlocks value through an expanded and diversified fibre footprint while benefiting from economies of scale.

Ziply Fiber has achieved significant fibre broadband subscriber growth and adjusted EBITDA growth in 2024, validating the strategic rationale and demonstrating its ability to generate meaningful and sustainable long-term cash flow.

Ownership and Operations

Upon, and contingent on, close of the previously announced acquisition of Ziply Fiber, BCE will assume 100% ownership of Ziply Fiber's existing operations. Ziply Fiber, as a BCE subsidiary, will continue to operate its existing network and execute its in-footprint fibre-to-the-home build strategy. Ziply Fiber will become a long-term partner to Network FiberCo, jointly owned by PSP Investments and BCE, as the exclusive Internet service provider to locations passed by Network FiberCo.

Additional Transaction Details

The transaction is expected to close in the second half of 2025, subject to customary closing conditions and the closing of BCE's previously announced acquisition of Ziply Fiber.

Analyst Call Details

BCE will hold a conference call with the financial community at 8:00 AM ET today, May 8, 2025 to discuss its Q1 2025 results and speak to the Network FiberCo strategic partnership. Media are welcome to participate on a listen-only basis. To participate, please dial toll-free 1-844-933-2401 or 647-724-5455. A replay will be available until midnight on June 8, 2025 by dialing 1-877-454-9859 or 647-483-1416 and entering passcode 7485404. A live audio webcast of the conference call will be available on BCE's website at [BCE Q1-2025 conference call](#).

About BCE

BCE is Canada's largest communications company¹, providing advanced Bell broadband wireless, Internet, TV, media and business communication services. To learn more, please visit [Bell.ca](#) or [BCE.ca](#).

Through [Bell for Better](#), we are investing to create a better today and a better tomorrow by supporting the social and economic prosperity of our communities. This includes the Bell Let's Talk initiative, which promotes Canadian mental health with national awareness and anti-stigma campaigns like Bell Let's Talk Day and significant Bell funding of community care and access, research and workplace leadership initiatives throughout the country. To learn more, please visit [Bell Let's Talk](#).

About PSP Investments

The Public Sector Pension Investment Board (PSP Investments) is one of Canada's largest pension investors with C\$264.9 billion of net assets under management as of 31 March 2024. It manages a diversified global portfolio composed of investments in capital markets, private equity, real estate, infrastructure, natural resources, and credit investments. Established in 1999, PSP Investments manages and invests amounts transferred to it by the Government of Canada for the pension plans of the federal public service, the Canadian Forces, the Royal Canadian Mounted Police and the Reserve Force. Headquartered in Ottawa, PSP Investments has its principal business office in Montréal and offices in New York, London and Hong Kong. For more information, visit investpsp.com or follow us on [LinkedIn](#).

Media inquiries

Bell

Ellen Murphy

media@bell.ca

PSP Investments

Charles Bonhomme

+1 438 465-1260

media@investpsp.ca

Investor inquiries

Richard Bengian

richard.bengian@bell.ca

[1] Based on total revenue and total combined customer connections.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

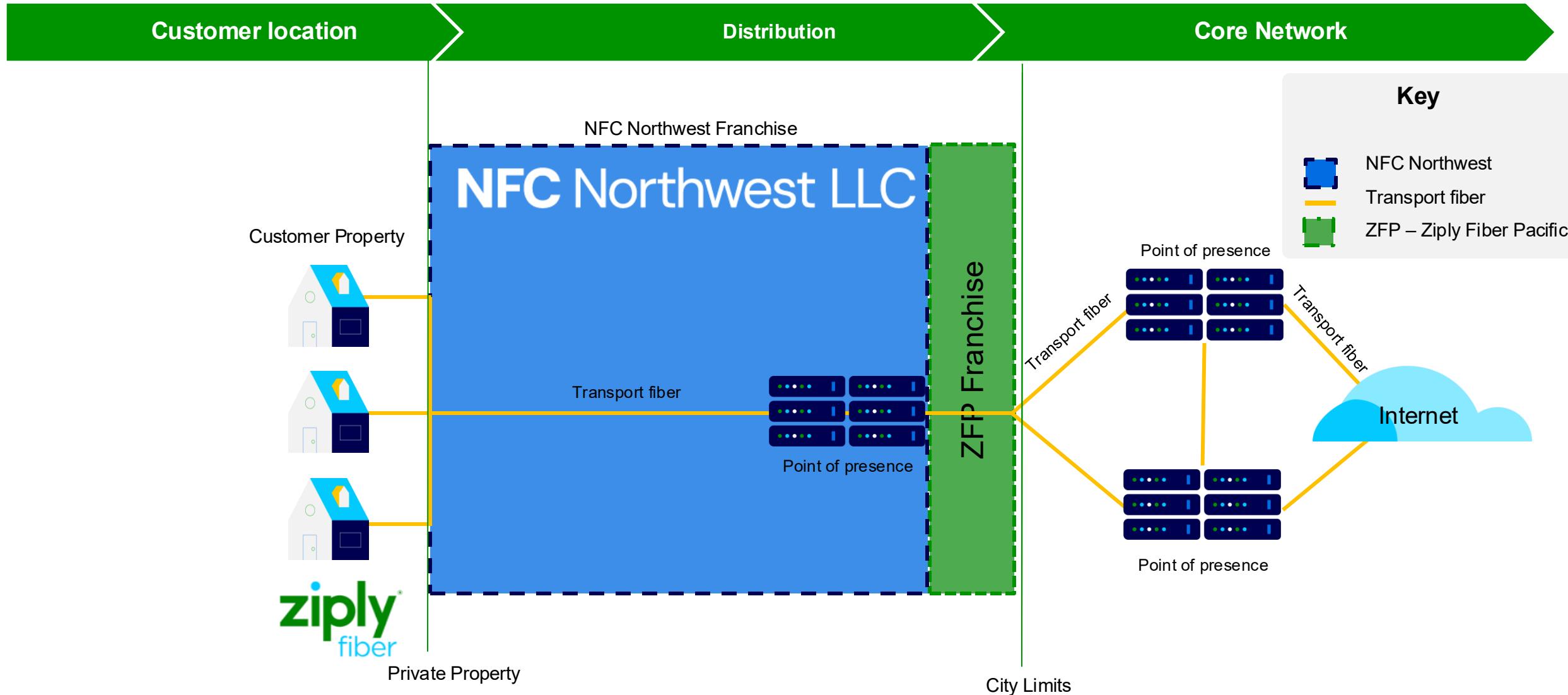
Certain statements made in this news release are forward-looking statements, including statements relating to the formation of Network FiberCo, a long-term strategic partnership to accelerate the development of fibre infrastructure through Northwest Fiber Holdco, LLC (doing business as Ziply Fiber (Ziply Fiber)) in underserved markets in the United States, the expected timing and completion thereof, certain potential benefits expected to result from the formation of the strategic partnership, such as the future deployment of targeted fibre passings, the expected funding of the strategic partnership, the expected improvement in BCE's free cash flow generation and adjusted EBITDA accretion over the long term, as well as long-term value creation for BCE shareholders, the proposed acquisition of Ziply Fiber and certain potential benefits expected to result from such acquisition, Ziply Fiber's expected long-term cash flow generation, BCE's and Ziply

Fiber's growth prospects, business outlook, objectives, plans and strategic priorities, and other statements that are not historical facts.

All such forward-looking statements are made pursuant to the "safe harbour" provisions of applicable Canadian securities laws and of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements are subject to inherent risks and uncertainties and are based on several assumptions which give rise to the possibility that actual results or events could differ materially from our expectations. These statements are not guarantees of future performance or events, and we caution you against relying on any of these forward-looking statements. The forward-looking statements contained in this news release describe our expectations at the date of this news release and, accordingly, are subject to change after such date. Except as may be required by applicable securities laws, we do not undertake any obligation to update or revise any forward-looking statements contained in this news release, whether as a result of new information, future events or otherwise. The timing and completion of the transaction relating to the formation of the strategic partnership are subject to the closing of the pending acquisition of Ziply Fiber, as well as customary closing conditions and other risks and uncertainties which may affect its completion, terms or timing. Accordingly, there can be no assurance that the transaction relating to the formation of the strategic partnership will occur, or that it will occur on the terms and conditions, or at the time, contemplated in this news release. The transaction relating to the formation of the strategic partnership could be modified, restructured or terminated. There can also be no assurance that the potential benefits expected to result from the formation of the strategic partnership will be realized. In addition, the timing and completion of the pending acquisition of Ziply Fiber are subject to customary closing conditions, termination rights and other risks and uncertainties, including relevant regulatory approvals, which may affect its completion, terms or timing and, accordingly, there can be no assurance that the acquisition of Ziply Fiber will occur, or that it will occur on the terms and conditions, or at the time, currently contemplated, or that certain potential benefits expected to result from the proposed acquisition will be realized.

For additional information on assumptions and risks underlying certain of our forward-looking statements made in this news release, please consult BCE's 2024 Annual MD&A dated March 6, 2025, BCE's 2025 First Quarter MD&A dated May 7, 2025, and BCE's news release dated May 8, 2025 announcing its financial results for the first quarter of 2025, filed with the Canadian provincial securities regulatory authorities (available at sedarplus.ca) and with the U.S. Securities and Exchange Commission (available at SEC.gov). These documents are also available at BCE.ca.

Network assets ownership



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

11/11/2019

Date Rec'd	10/23/2019
Clerk's File #	ORD C35836
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANE CITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 NOEL COMMUNICATIONS FRANCHISE ORDINANCE		

Agenda Wording

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

Summary (Background)

the City of Spokane granted to Noel Communications, Inc., a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public. Noel Communications plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC.

Fiscal Impact	Grant related? NO	Budget Account	
	Public Works? NO		
Select \$		#	
Approvals		Council Notifications	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PIES 9/23/19
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	tszambelan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>			

PASSED BY

SPOKANE CITY COUNCIL:

12/16/19

Kim Bustos

CITY CLERK

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

11/11/2019

AND FURTHER ACTION WAS DEFERRED

Kim Bustos

CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Noel Communications submitted a letter to the City of Spokane on or about August 13, 2019, requesting consent to the Assignment of the Franchise from Noel Communications to Wholesail Networks. The City of Spokane has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the City of Spokane. The City of Spokane has concluded the Assignee meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
<u>Distribution List</u>	

ORDINANCE NO. C35836

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

WHEREAS, the City of Spokane (“Grantor”) granted to Noel Communications, Inc., a Washington corporation (“Grantee”), a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public in the City of Spokane (the “Franchise”);

WHEREAS, Grantee plans to enter into an agreement (the “Purchase Agreement”) to sell certain of its assets and related business operations, including the Franchise (collectively, the “Business”), to Wholesail Networks LLC, a Washington limited liability company (“Assignee”);

WHEREAS, Grantee submitted a letter to Grantor on or about August 13, 2019, requesting Grantor’s consent to the Assignment of the Franchise from Grantee to Assignee (the “Consent Request”);

WHEREAS, in connection with the consummation of the sale of the Business to Assignee, which is anticipated to take place on or around August 31, 2019 (the “Closing”), Grantee desires to assign its rights and delegate its obligations under the Franchise to Assignee (the “Assignment”);

WHEREAS, Grantor has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the Franchise;

WHEREAS, all written comments and staff reports have been received, and made a part of the record; and

WHEREAS, based on the foregoing, Grantor has concluded Assignee has established it meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Grantor hereby approves the Consent Request and consents to the transactions contemplated by the Purchase Agreement and the Assignment.

Section 2. Grantor confirms that: (a) the Franchise was duly issued to Grantee, is

valid and enforceable in accordance with its terms, and is in full force and effect; (b) other than as set forth in this Ordinance, there have been no amendments or modifications to the Franchise; (c) to Grantor's knowledge, there are no defaults under the Franchise, and no event has occurred and is continuing which, with the giving of notice or passage of time, or both, could constitute a default thereunder; and (d) upon the Closing, the duly authorized franchisee under the Franchise will be Assignee.

Section 3. Assignee may hereafter, without the need to obtain the prior consent of Grantor, from time to time: (a) assign or transfer its assets, including the Franchise, provided however, that such assignment or transfer is to a parent or subsidiary of Assignee or another entity under direct or indirect control of the parent of Assignee; (b) restructure its debt or change the ownership interests among its equity participants, and/or its affiliates; (c) pledge or grant a security interest in its assets, including but not limited to the Franchise, or of the ownership interests in Assignee, to any secured lender(s) for purposes of securing indebtedness.

Section 4. The Franchise and this Ordinance were and are made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to Grantor, and with all applicable notice and procedure requirements, and do not conflict with the laws, ordinances, resolutions and other regulations of Grantor, as presently in effect or as the same were in effect at the time the particular action was taken.

Section 5. Grantor's approval of the Consent Request and its consent to the Assignment of the Franchise to Assignee shall be effective from and after its adoption and approval by the Grantor. Assignee shall notify the Grantor in writing upon the date of the Closing.

Section 6. Grantor releases Grantee, effective upon the Closing, from all obligations and liabilities (including any guarantee or surety) under the Franchise related to the period on and after the date of the Closing; and Assignee shall be responsible for any obligations and liabilities under the Franchise related to the period on and after the date of the Closing.

PASSED by the City Council on December 16, 2019.

Council President

Attest:

Lori H. Foster
City Clerk

David J. Condon
Mayor



Approved as to form:

Michael D. Puccio
Assistant City Attorney

12/27/19
Date

January 26, 2020
Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 02/23/2026

Submitting Dept	FINANCE, TREASURY & ADMIN	Date Rec'd	1/21/2026
Contact Name/Phone	CONNER 6091	Clerk's File #	OPR 2024-0552
Contact E-Mail	WTHORNE@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	Contract Item	Project #	
Council Sponsor(s)	BWILKERSON PDILLON	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	AMENDMENT TO ADD FUNDS TO LOOMIS CONTRACT		

Agenda Wording

Request approval to add additional funds to the Loomis armored car service contract.

Summary (Background)

In May 2024, the City renewed its contract with Loomis for secured cash transportation services for 2 years. Due to the increased volume for pickups at the City Hall location, the City needs to add funds to the existing contract until it gets renewed in May 2026.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 35,000

Current Year Cost \$ 35,000

Subsequent Year(s) Cost \$

Narrative

Increasing the fund amount for Loomis over the next few months allows the City to abide by its cash deposit guidelines

Amount**Budget Account**

Expense	\$ 35,000	# Various
Select	\$	#

Funding Source Recurring**Funding Source Type** Program Revenue**Is this funding source sustainable for future years, months, etc?**

Yes

Expense Occurrence Recurring**Other budget impacts (revenue generating, match requirements, etc.)**

None

Approvals**Additional Approvals**Dept Head STRATTON, JESSICADivision Director STRATTON, JESSICAAccounting ManagerLegal HARRINGTON,For the Mayor**Distribution List**

Ben Hatch - ben.hatch@us.loomis.com

Jessica Stratton - Jstratton@spokanecity.org

Laura Aga - laga@spokanecity.org

Connor Thorne - wthorne@spokanecity.org

Sara Neal - sneal@spokanecity.org



City of Spokane

CONTRACT AMENDMENT

Title: **ARMORED CAR SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LOOMIS ARMORED U.S., LLC**, whose address is 6202 North Freya Street, Spokane, Washington 99217, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Armored Car Services at Various locations in the City of Spokane; and

WHEREAS, additional funds have been requested, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 19, 2024, and July 20, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 31, 2025, and shall end May 22, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)**, plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this 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 Amendment by having legally-binding representatives affix their signatures below.

LOOMIS ARMORED U.S., LLC.

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Attest:

City Clerk _____

Attachments that are part of this Agreement:

N/A

26-018

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Approved as to form:

Assistant City Attorney _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2025

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 MARSH USA LLC 500 Dallas St., Suite 1500 Houston, TX 77002		CONTACT NAME: Marsh USA Inc. PHONE (A/C, No, Ext): E-MAIL ADDRESS: Houston.Certs@marsh.com		FAX (A/C, No):			
CN102019889--GAWU-26-27		Evid	GAW	No	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042		INSURER A : XL Insurance America, Inc.		24554			
		INSURER B : ACE American Insurance Company		22667			
		INSURER C : Indemnity Insurance Company of North America		43575			
		INSURER D : ACE Fire Underwriters Insurance Company		20702			
		INSURER E :					
		INSURER F :					

COVERAGES

CERTIFICATE NUMBER:

HOU-003887034-12

REVISION NUMBER: 4

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			US00095082LI26A	01/01/2026	01/01/2027	EACH OCCURRENCE	\$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000			
	OTHER:						MED EXP (Any one person)	\$ 5,000			
							PERSONAL & ADV INJURY	\$ 1,000,000			
							GENERAL AGGREGATE	\$ 1,000,000			
							PRODUCTS - COMP/OP AGG	\$ 1,000,000			
B	AUTOMOBILE LIABILITY ANY AUTO			ISA H11433984	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$			
	Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$			
							PROPERTY DAMAGE (Per accident)	\$			
								\$			
								\$			
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$			
	EXCESS LIAB		CLAIMS-MADE							AGGREGATE	\$
	DED		RETENTION \$								\$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N	N / A	WLR C72803723 (AOS) SCF C72803735 (WI)	01/01/2026 01/01/2026	01/01/2027 01/01/2027	X PER STATUTE	OTHE- R			
							E.L. EACH ACCIDENT	\$ 1,000,000			
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			

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

Evidence of Insurance Only

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
1100 W Mallon Ave
Spokane, WA 99260

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

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/23/2026

Submitting Dept	FINANCE, TREASURY & ADMIN	Date Rec'd	1/20/2026
Contact Name/Phone	MATT BOSTON 6820	Clerk's File #	ORD C36840
Contact E-Mail	MBOSTON@SPOKANE CITY.ORG	Cross Ref #	RES 2025-0006
Agenda Item Type	Special Budget Ordinance	Project #	
Council Sponsor(s)	BWILKERSON PDILLON	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - PSAP SIP LOAN		

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance adopting a mid-biennial modification budget for the City of Spokane", and amending it to finance capital needs of the City's public safety answering point (PSAP) system.

Summary (Background)

Subsequent to the adoption of the mid-biennial budget modification Ordinance C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the SIP Debt Fund and the Spokane United 911 Network Fund, which changes could not have been anticipated or known at the time of making such budget Ordinance

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 6,000,000

Current Year Cost \$ 6,000,000

Subsequent Year(s) Cost \$

Narrative

Use of internal SIP loan to finance capital needs for emergency communications equipment for the Spokane United 911 Network

Amount**Budget Account**

Expense \$ \$6,000,000 # 5901-79118-97109-80102-XXXXXX

Revenue \$ (\$6,000,000) # 1510-XXXXX-99999-39787-99999

Expense \$ \$6,000,000 # 1510-XXXXX-94280-56406-99999

Select \$ #

Select \$ #

Select \$ #

Funding Source One-Time**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** One-Time**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head STRATTON, JESSICA MANAGEMENT & MILLER, JACOBDivision Director STRATTON, JESSICAAccounting ManagerLegal SCHOEDEL, ELIZABETHFor the Mayor**Distribution List**

jstratton@spokanecity.org jmiller@spokanecity.org

sneal@spokanecity.org

ORDINANCE NO C36840

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO FINANCE CAPITAL NEEDS OF THE CITY'S PUBLIC SAFETY ANSWERING POINT (PSAP) SYSTEM.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the SIP Debt Fund and the Spokane United 911 Network Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

- 1) Increase appropriation by \$6,000,000.
 - A) Of the increased appropriation, \$6,000,000 is provided solely for an operating transfer-out to the Spokane United 911 Network Fund.

Section 2. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$6,000,000.
 - A) Of the increased revenue, \$6,000,000 is provided solely from an operating transfer-in from the SIP Debt Fund.
- 2) Increase appropriation by \$6,000,000.
 - A) Of the increased appropriation, \$6,000,000 is provided solely for communications equipment.

Section 3. 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 finance capital needs, 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 by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/26/2026

Committee Agenda type: Consent

Council Meeting Date: 03/02/2026

Date Rec'd

1/20/2026

Clerk's File #

Cross Ref #

Project #

Submitting Dept

FACILITIES MANAGEMENT

Bid #

RFQ 6457-25

Contact Name/Phone

DAVE STEELE 625-6064

Requisition #

Contact E-Mail

DSTEELE@SPOKANE CITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

FACILITIES WASTEWATER MAIN OFFICE PROGRAM AND SPACE PLAN SERVICE

Agenda Wording

The City of Spokane Wastewater Department in partnership with the Purchasing and the Facilities' Departments, has completed solicitations for professional qualifications from A&E firms for the completion of data collection, space analysis, department needs analysis, programming, space planning, and pre-design concept development for the City of Spokane Wastewater Office located at 909 East Sprague.

Summary (Background)

The City of Spokane Wastewater Department in partnership with the Purchasing and City Facilities' Departments, has completed solicitations for professional qualifications from A&E firms for the completion of data collection, space analysis, department needs analysis, programming, space planning, and pre-design concept development for the City of Spokane Wastewater Office located at 909 East Sprague. This contract with BCRA will provide the services outlined for the Wastewater Department and provide the data necessary to allow Wastewater to maximize their departmental capital investments. BCRA, Inc, is a local firm located at 304 West Pacific Avenue, Spokane, Washington. Requesting spending authority of \$206,630.60 which includes the contract amount of \$187,846.00 and a 10% administrative reserve of \$18,7846.60.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review



City of Spokane

CONSULTANT AGREEMENT

Title: DESIGN SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BCRA, INC.**, whose address is 304 West Pacific Avenue, Suite 210, Spokane, Washington 99201-4320, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide all necessary services to complete a detailed programming study, space planning, pre-design concept development of the Wastewater Department's current and future space needs at this location for the property located at 909 East Sprague Avenue; and

WHEREAS, the Consultant was selected from the A & E MRSC Roster and RFQ 6457-25 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 16, 2026, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Response and Proposal Project No. 25122.00.00 to RFQ #6457-25 dated December 12, 2025, and Revised January 7, 2026(R1), which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$187,846.00)**, plus tax if applicable and in accordance with the Consultant's Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a twelve percent (12%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

The contractor attests they qualify as an excluded employment per RCW 51.12.020 in compliance with RCW 51, which has been verified by the City of Spokane Risk Officer. In accordance with this clause of this contract, the Contractor will notify the City of any changes of this status.

B. **General Liability** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office

space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant

at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

BCRA, INC.

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Attest:

City Clerk _____

Attachments to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Response and Proposal Project No. 25122.00.00 to RFQ #6457-25 dated December 12, 2025, and Revised January 7, 2026(R1)

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Approved as to form:

Assistant City Attorney _____

EXHIBIT A

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name: BCRA, INC.
Business name: BCRA, INC.
Entity type: Profit Corporation
UBI #: 601-181-873
Business ID: 001
Location ID: 0002
Location: Active
Location address: 304 W PACIFIC AVE
STE 210
SPOKANE WA 99201-4320
Mailing address: 2106 PACIFIC AVE
STE 300
TACOMA WA 98402-3008

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	May-31-2026	Mar-21-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GENTRY, ALISHA	
KIHLMAN, HEIDI	
ROBBIN, LORI	
RYDMAN, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued



Registered trade names	Status	First issued
BCRA	Active	Apr-11-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/5/2026 3:09:50 PM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greylng COI Specialist	FAX (A/C, No):
	PHONE (A/C, No, Ext): 770.552.4225	
	E-MAIL ADDRESS: greylngcerts@greylng.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Indemnity Company	25658
INSURED BCRA, Inc. 2106 Pacific Avenue, Suite 300 Tacoma WA 98402	BCRADES	INSURER B: Travelers Casualty Insurance Co of Amer
		INSURER C: Travelers Property Casualty Co of Amer
		INSURER D: Travelers Casualty and Surety Company
		INSURER E: Everest National Insurance Company
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1983767895

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					6803S7699452547	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 2,000,000						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000						
									MED EXP (Any one person)	\$ 5,000						
									PERSONAL & ADV INJURY	\$ 2,000,000						
									GENERAL AGGREGATE	\$ 4,000,000						
									PRODUCTS - COMP/OP AGG	\$ 4,000,000						
									OTHER:	\$						
B	AUTOMOBILE LIABILITY					BA3S7705632547G	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000						
	<input type="checkbox"/> ANY AUTO								BODILY INJURY (Per person)	\$						
	<input type="checkbox"/> OWNED AUTOS ONLY								BODILY INJURY (Per accident)	\$						
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$						
										\$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR			CUP3S7708152547	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 6,000,000						
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 6,000,000						
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000									\$ Follow Form						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	UB0R0920362547G	6/30/2025	6/30/2026	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	Incl WA Stop Gap					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?								E.L. EACH ACCIDENT	\$ 1,000,000						
	(Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000						
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
E	Professional Liability incl. Pollution Liability					AAEP000630251	6/30/2025	6/30/2026	Per Claim Aggregate	\$ 5,000,000 \$ 5,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project #25122.00.00, Spokane Wastewater Main Office

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

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

Gregg Bradachuk

2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

December 12, 2025
Revised: January 7, 2026 (R1)

David Steele – City of Spokane, Project Manager
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

Sent VIA Email: dsteele@spokanecity.org

RE: Spokane Wastewater Main Office
Architectural & Engineering Services for Programming and Space Planning Services
Proposal for Needs Assessment through Predesign Report
BCRA Project No. 25122.00.00

Dear Mr. Steele:

BCRA is pleased to present the following Proposal to provide design services for your municipal facility redevelopment study located at 909 East Sprague, Spokane, WA 99201.

BCRA's team will provide architectural, interior design and land use planning services. We will retain professional cost estimating (Wiggins Preconstruction Services), structural engineering (DCI Engineers), mechanical, electrical, plumbing, fire protection, security, communications (Hargis Engineers), Building Envelope (NEXUS BEC), Cortner Architectural (Code | Technical Review), MT Terrell (Landscape Architecture) and civil engineering (True Edge Engineering) services for the project.

Project Description

We understand that the project consists of a study of the existing building (constructed circa 1947) to evaluate its redevelopment potential and to accommodate a 30-year staffing projection for the administrative functions of the facility.

Additionally, we understand that electrical system upgrades were completed in June 2025, including panel replacements and a new sized service to support future expansion. The study will also consider improvements to the existing parking layout for increased functionality and identify an appropriate location for an emergency generator.

The total project and construction cost is currently undefined and will be developed during the predesign phase.

Scope of Services

The scope of this proposal is to provide predesign and needs assessment of the existing building at 909 East Sprague, Spokane, WA 99201. The predesign will develop the project program and supporting analysis to serve as the basis for concept design, as well as evaluate up to two (2) additional sites within city limits for alternate locations for the facility. Phases included are as follows:

Phase 01 - Building Assessment | Project Kick-off

A1 - Architecture

1. **Meetings:** During this phase, BCRA's Project Manager will conduct bi-weekly, 30-minute conference calls with the City's Project Manager to discuss project status, upcoming tasks, and any coordination needs.
2. **Meeting - Kick Off | Discovery:** Conduct one (1) in-person project kickoff meeting to initiate the project, with attendance from the City's core team and BCRA.
 - a) Introduce core team members, establish primary points of contact, and outline communication protocols, project tasks, and overall process.
 - b) Review the preliminary project schedule, including major milestones, target meeting dates, and next steps.
 - c) Discuss overarching facility needs, operational objectives, and project vision.
 - d) Meeting notes will be prepared and distributed by BCRA.
3. **Programming Questionnaires:** Following the kick-off meeting, and prior to the programming workshop, we will provide the City with programming questionnaires for distribution to department leads. These questionnaires will identify the functions and activities each department performs, along with the equipment and resources needed to support them. They will also gather information on staffing levels, equipment inventories, and storage requirements.
4. **Code Compliance Review | Existing Building Assessment:** Review available existing building documentation.
5. **Site Visit:** Conduct a site visit with the Architecture team, Building Envelope Consultant, Civil Engineer, Landscape Architect, Structural Engineer, and MEP (Mechanical, Electrical, Plumbing) Engineers. City staff will participate on-site to provide background on the building and discuss known deficiencies. The on-site review will include:
 - a) Review existing building for conformance with current codes and standards, including the 2021 International Building Code (IBC), Americans with Disabilities Act (ADA), 2021 IEBC International Existing Building Code.
 - b) Review mechanical, electrical and plumbing systems.
 - c) Review exterior envelope to include walls, roofs, windows, doors and fenestrations.
 - d) Review observable structural systems and perform an ASCE 41-17 standard, tier 2 general observation evaluation.
 - e) Evaluation of the property's utilities and their capacity, land use conformance requirements, and likely soil conditions (soil conditions will be reviewed by a City-contracted GeoTechnical Engineer).
 - f) Review any deficiencies or required improvements such as seismic strengthening, fire/life-safety systems (sprinklers, alarms), HVAC and electrical upgrades, or accessibility improvements needed to support the planned uses on the first, second, and third floors.
 - g) Building assessment narrative from each discipline will be provided to City for review.

Phase 02 – Programming | Adjacency Diagrams

A1 – Architecture

1. Meetings - Programming Workshops | Interviews:

- a) Conduct targeted meetings with key personnel by division or department to review functional workflows and specific operational needs. One day of workshops (8 hours for 2 people) are included.
- b) Once workshops are complete, develop the Programming Space Needs document, capturing required square footage for each division and ensuring planning supports an effective solution.

2. **Programming Document:** Following programming workshops | interviews, BCRA will develop a space needs program document. The spreadsheet will document existing conditions, five-year move-in projections, and long-term projections for 20- and 30-year horizons. It will capture current and projected staffing by department, along with space type, room size and quantity, area requirements, exterior needs (such as parking and support functions), and circulation gross factors, all of which will be applied and documented.
3. **Identifying Potential Sites within City of Spokane:** This phase focuses on identifying potential sites within the City for relocating the Wastewater Main Office, based on the project needs established during the programming workshops. We will assess up to two (2) potential sites considering zoning, access, and long-term growth potential. BCRA's land use planner will provide detailed information for each site, including current ownership, allowable uses, landscape requirements, building setbacks, and relevant environmental considerations such as wetlands. Our team will identify:
 - a) Location | Address
 - b) Tax lot identification number
 - c) Site ownership(s)
 - d) Zone | jurisdiction
 - e) Allowable use & land use approval process(es)
 - f) Requirements of overlay zones or comprehensive corridor plans which may impact the project.
 - g) Maximum lot coverage
 - h) Minimum landscape percentages
 - i) Slope | trees
 - j) Minimum | maximum parking ratio
 - k) Maximum building height | FAR
 - l) Building setbacks
 - m) Wetlands | sensitive areas
 - n) Traffic impact review as it pertains to access
 - o) Property availability (if available)
4. **Meeting:** Meet virtually to review draft program and potential sites and discuss any necessary adjustments. Core team comments will be incorporated and issued in the final programming document and revisions to potential sites.
5. **Adjacency diagrams:** Following final program, BCRA will prepare up to two (2) high-level adjacency diagram options to illustrate functional relationships between departments, spaces, and circulation areas.
6. **Meeting:** Meet virtually to review adjacency diagrams with core team. Core team comments will be reviewed and incorporated into one (1) selected adjacency diagram for concept floor plans.

Phase 03 – Concept Design

A1 – Architecture

1. **Concept Development:** Utilizing information from Phases 01 and 02, the design team will develop conceptual plans for development of the project and site.
 - a) Up to three (3) concept site and up to two (2) floor plans.
 - b) Written preliminary project description summary describing supporting infrastructure, building systems, accessibility, and structural improvements needed as identified in Phase 01.
2. **Meeting:** Meet virtually with core team to review preliminary concept plans. Core team comments will be incorporated and issued via email to the core team for review.
3. **Phasing Plan:** Utilizing the selected concept plan, develop a phasing plan outlining approach to constructing the project on the existing site while maintaining operations.

4. **Cost Estimating:** Develop project cost estimates of selected concept plan in conjunction with the cost estimator. Preliminary cost estimate to include project hard costs and projected soft costs, including sales tax and project contingencies, future forecasted escalation pricing to utilize a projected construction start in first quarter 2027.
 - a) Prepare outline specifications to serve as a preliminary framework during the schematic design and design development phases. The outline specifications will include concise descriptions of proposed materials, systems, and components to support cost estimating and inform design decisions. This task establishes the basis for quality, performance, and scope expectations, ensuring alignment of design intent throughout project development
5. **Meeting:** Meet with core team to review preliminary cost estimates. Core team comments will be incorporated and issued via email to the core team for review.
6. **Draft Report Preparation:** Prepare the predesign report, including an executive summary and supporting documentation of all tasks completed to date. The report will be distributed to the core team for review and feedback.
7. **Meeting:** Meet to review draft report comments.
8. **Final Predesign Report:** Complete and issue final report to core team.

Fees:

Fees are described in Exhibit H. All fees shown in the table are Fixed Fee. Subconsultant fees include a 12% administrative markup.

Reimbursable expenses (such as airfare, meals, lodging, mileage, rental car, etc) are included in the fee outlined in exhibit H. Reimbursables are estimated and will not be exceeded without Client's Approval. Expenses will be billed per the contract.

Overall Project Assumptions:

1. BCRA's scope includes services for Architecture & Interior Design, Civil Engineering, landscape architecture, Structural Engineering, Cost Estimating, Mechanical, Electrical, Plumbing, Telecomm, Fire Protection, Security and Building Envelope.
2. Project meetings will be conducted via teleconference and electronic visuals when able.
3. Client-hired consultants will provide all documents including drawings, specifications, reports and other supporting documents as required relating to their specific work. Specific work scopes will be coordinated by BCRA to avoid gaps or overlap of responsibilities between disciplines.
4. Deliverables will be sent to client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses at cost plus 12% and will be sent only upon client's request.
5. Additional items not identified in the Scope of Services herein, including but not limited to additional submittals, deliverables or meetings are considered additional service. Written notice will be given to the Client and approval obtained prior to work being done.
6. The following are not anticipated or included:
 - a. Preparation of documents and presentations to governmental agencies including but not limited to: landmarks commissions, zoning boards, boards of standards and appeals, local planning boards
 - b. LEED or Sustainable Sites Initiative documentation or a design to meet specific requirements outside of local municipal code.

2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

7. Time is not included for modifications, beyond minor adjustments, to drawings that have been previously approved or are substantially finished. This includes, but is not limited to changes to the plans, elevations, sections or details, as well as the selection of new color and materials specifications or substitution for any material previously approved.
8. Client will provide any market and demographic analysis

Schedule:

The project schedule on which this proposal is based is included in Exhibit G.

Closing:

Thank you again for the opportunity to work with the City of Westport. Once we have finalized this scope of work with you, we can prepare the contract for execution. We look forward to speaking with you soon.

Sincerely,



Kim Doyle, NCIDQ
Senior Associate, Project Manager

Approved:

Client Signature

Date

Attachments: Exhibit A – Code | Technical Review (Cortner Architectural)
Exhibit B - Civil Engineering Scope of Services (True Edge)
Exhibit C – Landscape Architecture Scope of Services (MT Terrell)
Exhibit D – Structural Engineering Scope of Services (DCI)
Exhibit E – MEP|FP|T Scope of Services (Hargis)
Exhibit F – Building Envelope Scope of Services (Nexus)
Exhibit G – Cost Estimating Scope of Services (Wiggins Preconstruction Services)
Exhibit H – Project Fee Table
Exhibit I – Draft Project Schedule

CORTNER ARCHITECTURAL COMPANY

ARCHITECTURE, CONSTRUCTABILITY REVIEWS & CONSTRUCTION ADMINISTRATION

December 16, 2025

Kim Doyle, NCIDQ
 Senior Associate, Project Manager
 (253) 627-4367 kdoyle@bcradesign.com

RE: Exhibit A – Code | Technical Review (Cortner Architectural) Fee Proposal
 Spokane Wastewater Main Office Programming & Space Planning Services

Dear Kim,

Thank you for the opportunity to submit our proposal to provide architectural services for the programming and space planning for the City of Spokane Wastewater Main Office at 909 W. Sprague Avenue, Spokane, WA.

Scope of Work

We anticipate providing an abbreviated scope of architectural services, limited to supporting BCRA in the assessment of the existing facility, programming and development of a design concept for the City of Spokane Wastewater Department. The work is anticipated to take approximately 4-months, with a start and completion date of January 20, 2026 and May 28, 2026 respectively. We have itemized our scope in the remark's column of the attached estimated labor and expense worksheet.



Spokane Wastewater Main Office
 909 W. Sprague Avenue, Spokane, WA

Proposed Fee

We propose to provide these services for an estimated lump sum fee of \$11,755 described in the attached estimated labor and expense worksheet. Printing and other reimbursable expenses will be billed at cost plus the allowable markup. Additional services, if agreed to and authorized in writing, will be provided based on an acceptable amendment to this proposal or hourly rate schedule.

We look forward to working with you on this project under the attached Terms and Conditions. If this proposal meets with your satisfaction, please forward agreement and authorization with notice to proceed. If you have any questions, please feel free to call.

Sincerely,

James D. Cortner, AIA
 Principal Architect
 Cortner Architectural Company

Attached:

Terms and Conditions

Project: CoS Wastewater Programming & Space Planning										
December 16, 2025										
Cortner Architectural Company - Tasks	Principal		Proj Arch/Mgr		Arch Asoc/Cost Est		CADD/BIM		Subtotal	Remarks
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount		
<i>Phase 01 - Building Assessment Project Kick-off</i>										
1. Meetings (& misc. project administration)	-	-	8.0	1,160.0	-	-	-	-	8.0	1,160
2. Kick-off Discovery	-	-	4.0	580.0	-	-	-	-	4.0	580
3. Programming Questionnaires	-	-	-	-	-	-	-	-	-	- not included -
4. Code Compliance Review Exist. Bldg Assmnt	-	-	6.0	870.0	-	-	-	-	6.0	870
5. Site Visit	2.0	390.0	10.0	1,450.0	-	-	-	-	12.0	1,840
<i>Subtotal Phase 01</i>	2.0	390.0	28.0	4,060.0	-	-	-	-	30.0	4,450.0
<i>Phase 02 - Programming Workshops Adjacency Diagrams</i>										
1. Programming Workshops	-	-	-	-	-	-	-	-	-	- not included -
2. Programming Document	-	-	-	-	-	-	-	-	-	- not included -
3. ID Potential Sites within City	-	-	-	-	-	-	-	-	-	- not included -
4. Meeting	-	-	-	-	-	-	-	-	-	- not included -
5. Adjacency Diagrams	-	-	-	-	-	-	-	-	-	- not included -
6. Meeting	-	-	3.0	435.0	-	-	-	-	3.0	435
<i>Subtotal Phase 02</i>	-	-	3.0	435.0	-	-	-	-	3.0	435.0
<i>Phase 03 - Concept Design</i>										
1. Concept Development	2.0	390.0	10.0	1,450.0	-	-	-	-	12.0	1,840
2. Meeting (prelim plans)	-	-	4.0	580.0	-	-	-	-	4.0	580
3. Phasing Plan	-	-	-	-	-	-	-	-	-	- not included -
4. Cost Estimating	-	-	4.0	580.0	-	-	-	-	4.0	580
5. Meeting (cost estimate)	-	-	2.0	290.0	-	-	-	-	2.0	290
6. Draft Report Preparation	-	-	12.0	1,740.0	-	-	-	-	12.0	1,740
7. Meeting (draft report)	-	-	2.0	290.0	-	-	-	-	2.0	290
8. Final Design Report	2.0	390.0	8.0	1,160.0	-	-	-	-	10.0	1,550
<i>Subtotal Phase 03</i>	4.0	780.0	42.0	6,090.0	-	-	-	-	46.0	6,870.0
<i>Cortner Architectural - Task Summary Total</i>										
Reimbursable Expenses										
Printing, Postage and Delivery										all deliverables to be provided electronically
Site Visits										
Cortner, Site Visits (Phase 01-03)										up to (2) site visits incl. Add'l site visits inside CoS \$150/ea
Reimbursable Expense - Total										
Total Estimated Labor Cost and Reimbursable Expenses										\$ 11,755.00
Assumptions:										
Owner will provide the following -										
1) as-built drawings; 2) organization chart/list of employees by department; 3) list of vehicles & equipment by department; 4) required building functions and spaces										
The following items are currently not included, but if authorized to proceed, could be included as an additional service:										utility locates, topographic and boundary survey, environmental site assessment, SEPA report, geotechnical soils survey, historic/cultural assessments, asbestos/lead surveys, attendance & participation with public hearings and public meetings, and services beyond what is listed.



DECEMBER 15, 2025

Kim Doyle
 BCRA Design
 304 W Pacific Avenue, Suite 210
 Spokane, WA 99201
 509-842-3818

SUBJECT: CITY OF SPOKANE WASTEWATER MAIN OFFICE BUILDING

**CITY OF SPOKANE WATERWATER MAIN OFFICE BUILDING, 909 EAST SPRAGUE,
 SPOKANE (JOB#2025_055)**

Dear Kim,

We are pleased to provide the following proposal for civil engineering services for your project. Our scope of work is based on the initial documents that you've provided and our conversations to date.

The scope of this proposal is to provide predesign and needs assessment of the existing building at 909 East Sprague, Spokane, WA 99201. We will conduct a comprehensive evaluation of the existing property (as well as 3 off site properties) and surrounding infrastructure to determine its suitability for redevelopment. This includes reviewing current utility capacities and connections, assessing site grading and drainage conditions, and identifying any constraints related to land use compliance, zoning, and environmental considerations. The assessment will also examine parking layout functionality, emergency generator placement options, and potential impacts of soil conditions (as informed by geotechnical studies). Findings will be documented in a narrative report to inform programming and concept design phases.

I. SCOPE OF WORK

A. CIVIL VALIDATION/FEASIBILITY EFFORTS

1. VALIDATION REPORT

The validation documents are a pivotal set of documents that encapsulate the collaborative efforts undertaken during the validation/master planning phase. This report serves to align the project stakeholders on critical aspects before advancing to detailed design and construction. The report will detail existing conditions and utilities, as well as all proposed upgrades, including sewer, domestic and fire water, grading, and drainage. Additionally, the report will discuss major constraints and conflicts associated with proposed improvements and outline design approaches to mitigate them.

2. VALIDATION SITE EXHIBIT

Prepare a schematic level site exhibit detailing existing conditions and proposed site improvements for the proposed project.

B. PROJECT COORDINATION

We will provide ongoing coordination with the client, consultant team, and permitting agencies on an as-needed basis to facilitate processing and approval of this project. This scope item includes, but is not

limited to, site visits, meetings, conferences, cost estimating, design changes, and revisions to the plans/calculations/reports at the request of the client, consultant team, or permitting agency.

C. ASSUMPTION/EXCLUSIONS

Civil engineering documents and reports needed for permits and construction are excluded.

II. COMPENSATION AND PAYMENT

Client agrees to pay True Edge Engineering as follows:

A. FEASIBILITY/VALIDATION DOCUMENTS (FIXED FEE): **\$4,800**

TOTAL: **\$4,800**

Approved reimbursable expenses will be invoiced at cost plus 10% and include but are not limited to reproduction, postage, authorized travel/mileage, permit fees, etc. True Edge Engineering shall bill the client for listed services, Additional Services, and Reimbursable Expenses once a month on a percentage completion basis. All payments are due to True Edge Engineering within 30 days of invoice.



(signed) 12/15/2025
(date)

Erik Fuentes, PE

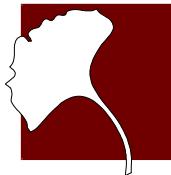
(name)

Principal Civil Engineer

(title)

Please do not hesitate to reach out if you have any questions or require further clarification. We appreciate the opportunity to support you on this project.

Sincerely,
TRUE EDGE ENGINEERING



Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019
(509) 922-7449

12/16/2025

Client: BCRA
Contact: Kim Doyle, NCIDQ | Senior Associate, Project Manager
Address: 2106 Pacific Avenue, Suite 300
 Tacoma, WA 98402
 Phone: (253) 314-0177

Project: Spokane Wastewater Main Office
Project Number: 25-076
Address: 909 East Sprague
 Spokane, WA 99201

Proposed Scope of Services:

Scope of Work: Michael Terrell ■ Landscape Architecture, PLLC (Consultant) agrees to perform the following Professional Services:

Project Understanding: We understand that MT-LA will support BCRA for study of the City of Spokane's Wastewater Main Office building redevelopment. The scope consists of a study of the existing building (constructed circa 1947) to evaluate its redevelopment potential and to accommodate a 30-year staffing projection for the administrative functions of the facility.

Site portions of the study will consider improvements to the existing parking layout for increased functionality and identify an appropriate location for an emergency generator.

Future tasks may include evaluation of three additional sites for a new office including concept development and site planning.

Phases

01 – Building Assessment | Project Kick-Off

- A. Review existing site conditions and any available site information.
- B. Review scope of work and budget.
- C. Review of any pre-development/site planning notes.
- D. Review City of Spokane landscape, parking and streetscape requirements.
- E. Project Management Coordination
- F. Meetings:
 - a. Two meetings with the design team to discuss schedule, site evaluation and scope of work.
 - b. One site visit to review existing parking lot, stormwater facilities, existing and adjacent property uses.

PROPOSAL AND CONTRACT

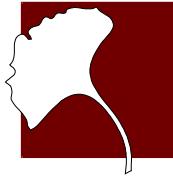
Project: Spokane Wastewater Main Office

December 16, 2025

Project #: 25-076

1

Client: BCRA



02. Programming | Adjacency Diagrams

- A. Collaborate with design team at programming workshop for site related program elements.
- B. Meetings:
 - a. One meeting with design team.

03. Concept Diagram

- A. Review program recommendations and site selection report. Provide input as necessary related to landscape requirements.
- B. Review landscape and irrigation related elements of the cost estimate and provide input as necessary.
- C. Provide landscape and irrigation narrative and input to inform the cost estimate.
- D. Meetings:
 - a. One review meeting.
- E. Deliverables:
 - a. Landscape and irrigation narrative/outline specifications.

Client and Owner Responsibilities:

Client and Owner agree to provide MT-LA with all information, surveys, reports, and professional recommendations and any other related items requested in order to provide professional design services. The Consultant Team may rely on the accuracy and completeness of these items; however, MT-LA will inform the Client of any discrepancies and deficiencies in the data if found to be incorrect.

Client agrees to advise Consultant Team of any known or suspected contaminants on the Project Site. Client shall be solely responsible for all subsurface soil conditions.

Client to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

Estimated Schedule and Budget:

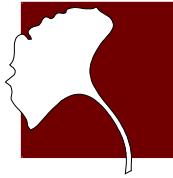
MT-LA shall render services in response to the project schedule in a manner that is consistent with professional skill and care. Events (anticipated or unanticipated) may impact the Project Schedule and / or budget. Client / Owner acknowledges that significant changes to the Project, construction schedule and/or budget, or changes to the Project's scope may require Additional Services by MT-LA.

Compensation and Payment:

Client agrees to pay Consultant as follows:

01 – Building Assessment Project Kick-off	\$725.00
02 – Programming Adjacency Diagrams	\$425.00
03 – Concept Design	\$950.00
<u>Reimbursable Expenses (estimated):</u>	<u>\$75.00</u>
Total:	\$2,175.00

Reimbursable Expenses are estimated and included above. Approved expenses are generally subject to a multiple of 1.1% and include but are not limited to reproduction, postage, authorized travel, and Client *PROPOSAL AND CONTRACT*



requested renderings, models and graphics not listed above.

Consultant shall bill the Client for listed services, Additional Services and Reimbursable Expenses once a month on a percentage completion basis. All payments are due to the Consultant upon receipt of invoice.

Exclusions:

- Additional services proposal will be prepared for services not included in this scope of work.
- Inventory and analysis for alternative sites.
- Development of graphic concept plans, renderings, etc.
- No site visits or in person meetings are included. A proposal for including fee based on per meeting rate can be provided.
- Topographic or property survey.
- Construction Administration, Separate Agreement based on defined scope of services.
- Stormwater management and design.
- Structural Engineering
- Construction Testing
- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Additional survey of existing site to determine grades, existing dimensions, property lines, etc.
- Electrical Engineering for open space elements and lights.
- Preparation of permits, permit fees, entitlements or vacations for Rights-of-Way.

Signature:

Date: 12/16/2025

Michael D. Terrell, ASLA

PROPOSAL AND CONTRACT

Project: Spokane Wastewater Main Office

December 16, 2025

Project #: 25-076

3

Client: BCRA



December 17, 2025

Kim Doyle
BCRA Design
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402
253-627-4367
kdoyle@bcradesign.com

Re: Structural Engineering Services Proposal for the **Spokane Wastewater Building Redevelopment Assessment in Spokane, Washington**

Project Description: We understand that the project consists of a study of the existing building located at 909 E Sprague, Spokane, WA 99201. It will be evaluated for the redevelopment potential to accommodate a change in occupancy

Scope of Services: The scope of this proposal is to provide a predesign and needs assessment of the existing building at the address stated above. It will include (3) phases, as listed below.

Phase 01 – Building Assessment: During this phase, DCI will provide an assessment of the existing building structure. This includes (1) site visit to review the observable structural systems. It is assumed that we have limited access to existing drawings, so our primary understanding of the structure will be based on the site visit. DCI is also assuming an ASCE 41-17 Tier 2 evaluation will need to be performed for the existing building located at the address above. It is not assumed a Tier 2 evaluation will be performed for any other sites. This will be done assuming that the building needs to be upgraded to an essential facility, risk category IV.

Phase 02 – Programming and Adjacency Diagrams: During this phase, it is assumed that DCI has no scope, and that this is primarily architectural scope. This includes programming workshops and documentation and identifying potential site options. It is assumed that these sites would all be new construction sites. If one of the potential alternate sites is selected by the owner, the design of a new building would require a

new contract proposal. There are two meetings that we are anticipating being apart of at the end of phase 02.

Phase 03 – Concept Design: During this phase, utilizing the information gathered in phase 01 and 02, DCI will provide a conceptual design, in the form of a report and pdf sketches, for up to (2) floor plans. The design will include a phasing plan in order to construct the project while maintaining operations.

It is assumed that DCI will not need to provide official construction documents formatted by Revit or CAD for this concept design and that any drawings will be prepared as PDFs in Bluebeam.

Summary of Professional Service Fees

Engineering services will be performed and billed monthly on a fixed fee or hourly basis as proposed below. Unless noted otherwise, reimbursable expenses are separate from our fees and will be billed at 1.10 times direct cost.

DCI reserves the right to review and revise all design fees for any proposal accepted more than 90 days after date of submission, and to review and revise all construction administration fees for any project where construction starts more than one year after commencement of design.

Our fees are proposed as follows:

1.	Phase 01 – Site Visit:	\$1,000 (Fixed Fee)
2.	Phase 01 – Building Assessment:	\$10,000 (Fixed Fee)
3.	Phase 02 – Programming (meetings)	\$1,000 (Fixed Fee)
4.	<u>Phase 03 – Concept Design:</u>	<u>\$10,000 (Fixed Fee)</u>
TOTAL:		\$22,000



Professional services for this project shall be provided according to this proposed professional services agreement and the attached Terms and Conditions (together, the "Agreement"). This Agreement shall become effective immediately upon the earlier of execution by the Client or by the Client's communication of a direction to proceed with the services, including by electronic mail, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

Sincerely,

DCI Engineers

Travis Blech

Digitally signed by Travis Blech
DN: C=US,
E=tblech@dci-engineers.com,
O=DCI Engineers, OU=DCI
Engineers, CN=Travis Blech
Date: 2025.12.17 16:36:15-08'00'

Travis Blech, PE
Project Manager
707 W 2nd Ave
Spokane, WA 99201
509-227-6922



**SCHEDULE OF EXPENSES - DCI ENGINEERS
PROFESSIONAL SERVICES**

Clerical and Administrative 1000	\$80/hr	Project Manager 3100	\$120/hr
Clerical and Administrative 1010	\$100/hr	Project Manager 3110	\$140/hr
Clerical and Administrative 1020	\$120/hr	Project Manager 3120	\$160/hr
		Project Manager 3130	\$180/hr
Technical Designer 2000	\$80/hr	Project Manager 3140	\$200/hr
Technical Designer 2010	\$90/hr	Project Manager 3150	\$220/hr
Technical Designer 2020	\$100/hr	Project Manager 3160	\$240/hr
Technical Designer 2030	\$120/hr	Project Manager 3170	\$260/hr
Technical Designer 2040	\$140/hr		
Senior Technical Designer 2100	\$100/hr	Senior Project Manager 3200	\$140/hr
Senior Technical Designer 2110	\$120/hr	Senior Project Manager 3210	\$160/hr
Senior Technical Designer 2120	\$140/hr	Senior Project Manager 3220	\$180/hr
Senior Technical Designer 2130	\$160/hr	Senior Project Manager 3230	\$200/hr
Senior Technical Designer 2140	\$180/hr	Senior Project Manager 3240	\$220/hr
Senior Technical Designer 2150	\$200/hr	Senior Project Manager 3250	\$240/hr
		Senior Project Manager 3260	\$260/hr
		Senior Project Manager 3270	\$280/hr
Project Designer 2200	\$80/hr		
Project Designer 2210	\$100/hr	Associate 4000	\$160/hr
Project Designer 2220	\$120/hr	Associate 4010	\$180/hr
Project Designer 2230	\$140/hr	Associate 4020	\$200/hr
Project Designer 2240	\$160/hr	Associate 4030	\$220/hr
Project Designer 2250	\$180/hr	Associate 4040	\$240/hr
Project Designer 2260	\$200/hr	Associate 4050	\$260/hr
		Associate 4060	\$280/hr
Project Engineer 3000	\$100/hr		
Project Engineer 3010	\$120/hr	Associate Principal 4100	\$180/hr
Project Engineer 3020	\$140/hr	Associate Principal 4110	\$200/hr
Project Engineer 3030	\$160/hr	Associate Principal 4120	\$220/hr
Project Engineer 3040	\$180/hr	Associate Principal 4130	\$240/hr
Project Engineer 3050	\$200/hr	Associate Principal 4140	\$260/hr
		Associate Principal 4150	\$280/hr
Senior Project Engineer 3300	\$120/hr	Associate Principal 4160	\$300/hr
Senior Project Engineer 3310	\$140/hr		
Senior Project Engineer 3320	\$160/hr	Principal Engineer 4200	\$200/hr
Senior Project Engineer 3330	\$180/hr	Principal Engineer 4210	\$220/hr
Senior Project Engineer 3340	\$200/hr	Principal Engineer 4220	\$250/hr
Senior Project Engineer 3350	\$220/hr	Principal Engineer 4230	\$300/hr
		Principal Engineer 4240	\$350/hr
		Principal Engineer 4250	\$400/hr
		Principal Engineer 4260	\$500/hr
		Principal Engineer 4270	\$600/hr

REIMBURSABLE SERVICES

Out of Office Services/Expenses Mileage Reimbursement	\$1.10x Direct Cost IRS Standard Mileage Rate
--	--

This Schedule of Expenses is subject to adjustment in accordance with DCI's normal review practices. For billing purposes, DCI will use the Schedule of Expenses in effect at the time of service.

December 18, 2025

BCRA Design
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

ATTENTION Kim Doyle, Sr Associate

REGARDING Fee Proposal – City of Spokane Wastewater Bldg Building Assessment R1

REFERENCES Call with BCRA and team with scope on 12/9/2025
Email with some drawings on 12/15/2025

We are pleased to provide this proposal for Mechanical and Electrical engineering and consulting services for the building assessment project for the City of Spokane Waste Water building. The building is located at E. 909 Sprague Street, Spokane WA. The building is approximately 48,000 SF and was constructed in 1948. The building has been a waste water facility since the onset, so no change of use. We are assuming that existing drawings are available for this facility. The scope of work is assumed to be as follows:

Mechanical/Electrical Scope

- Meetings, - Assumed 3 virtual meetings, 6 hours {Phase 1, 2 and 3}
- Kick off meeting with BCRA and owner, - from Hargis virtually, 2 hours {Phase 1}
- Code Compliance review, - No Hargis scope
- Site Visit to review bldg. and validate earlier report, - One METS representative and findings MEMO, 8 hours, [Phase 1]
- Programming workshops, facility tours, programming document and owner meeting by BCRA only, {Phase 2}
- Adjacency Diagrams, - Hargis to review and provide comments on adjacency diagrams and MEPT spaces required for the facility, 2 hours M, 2 hours E, total 4 hours, [Phase 2]
- Concept diagrams and plans in PDF format, 3 options, 44 hours, [Phase 2]
- Provide basis of design document and/or programming level PDF documents for METS systems for pricing, 60 hours, [Phase 3]
- Cost Opinion Review, Review and provide comments on cost opinion, 2 hours, [Phase 3]
- Coordinate with team and updates for final report, 12 hours, [Phase 3]

SCOPE OF SERVICES CLARIFICATIONS

Our work will include the following:

- One site visit is assumed by one person. Existing drawings will be available for our use to review as part of the options development.

H A R G I S

1201 third avenue, ste 600
seattle, washington 98101
206.448.3376

www.hargis.biz

- Provide high level narrative for 3 options. Some bluebeam markups may be provided based on the options developed. Include basis of design document for pricing and final predesign report.

The project predesign schedule notes the following:

- Project kickoff, early January 2026
- Site visit, January 20th, 2026 (tentative)
- Final report, mid February

PRE-DESIGN AND NEEDS ASSESSMENT FEE

We are requesting a fixed fee approach based on the scope noted above at 130 hours at \$170/hr or \$22,100. Reimbursable expenses expected for this project shall be billed at 1.1 times the cost with none anticipated.

Phase 1	\$2,040
Phase 2	\$8,500
Phase 3	<u>\$11,560</u>
TOTAL	\$22,100

Hourly Rate Breakdown

Based on the proposal, our hourly breakdown for the year 2025 is as follows. We request the opportunity to adjust our hourly rates on April 1st of each year.

Administrative	\$100/hr
Drafter	\$130/hr
Designer	\$150/hr
Senior Designer	\$160/hr
Project Engineer	\$170/hr
Senior Project Engineer	\$180/hr
Principal	\$210/hr

We appreciate this opportunity to work with BCRA and City of Spokane to support the building assessment and needs effort. We will utilize past experiences on similar projects to promote a collaborative process. Please review and call us with any questions regarding this proposal.

Brian Haugk, PE
Principal, Mechanical

Patrick Shannon, RCDD
Principal, Telecom/Security

Doug Svee, PE
Principal, Electrical



December 16, 2025

Kim Doyle
BCRA
2106 Pacific Ave, Suite 300
Tacoma, WA 98402

RE: Building Envelope Consulting/Testing on Spokane Wastewater Office (Project No. 25172NX)

Kim,

Thank you for your request for proposal on your new Spokane Wastewater Office project. We understand the project consists of a providing predesign and assessment needs of the existing municipality office building at 909 East Sprague in Spokane along with two alternate sites. Our services will generally include building assessment services and envelope consulting.

Scope of Work/Fee Proposal

All fees are fixed and include expenses unless noted otherwise.

PHASE 01 – PROJECT KICK-OFF AND BUILDING ASSESSMENT **\$9,410**

NEXUS will participate in a kick-off meeting with the design team and site visit to perform an assessment of the existing building envelope. During the site visit, NEXUS will conduct a full building assessment of observable (non-invasive) conditions from ground level and the roof. Areas of emphasis will be around windows, flashings, material transitions and areas of weather exposure. Where possible and necessary, interior correlation of exterior conditions will be verified, but this is primarily an exterior enclosure assessment. This is not intended to be an exhaustive study but instead provide a general understanding of the assembly types, description of observed conditions, stating expected/remaining useful life, and identification of any significant issues. Findings will be summarized in a report that will be issued within a week of the assessment. Conditions will be photo-documented during the course of the investigation, with example images included in the report.

PHASE 03 – CONCEPT DESIGN **\$7,375**

Throughout concept design, NEXUS will provide general consulting on building envelope upgrades to the existing building, including energy code compliance requirements of the thermal envelope, and material and assembly recommendations. NEXUS will also provide product and general energy code compliance recommendations for the alternate building designs. At the end of Concept Design, NEXUS will provide a narrative style report outlining the general building envelope approach for each of the concept options, including assemblies, basis of design materials, air barrier approach, and general energy code compliance. Fee includes time for up to three meetings, virtual or at the Architect's office.

Qualifications and Exclusions:

- A. This proposal represents the entire scope of work. Any scope requirements not explicitly stated are excluded but may be available for an additional fee with a change in scope/fee approved in writing.

We are prepared to begin working on this project immediately upon receipt of your signed and approved contract. Please call or email with any questions, I can be reached at 253.495.8544 or dittner@nexusbec.com.

Best regards,

A handwritten signature in blue ink, appearing to read "Danielle Ittner".

Danielle Ittner, AIA, NCARB
Principal, Building Envelope Architect



Kim Doyle
BCRA

December 17, 2025

Dear Kim,

Thank you for inviting Wiggins Preconstruction Services to join your team on this important project. Below you will find a fee proposal to perform cost estimating services for the **Spokane Wastewater Main Office Predesign**. This proposal of **\$10,360** covers a single deliverable (with multiple cost options) as shown.

Estimate Level: Predesign / Conceptual

Scope	Hours	Rate	Ext.
Project Management & Meetings	4	\$185.00	\$740
Existing Civil / Site Improvements Cost Estimating	6	\$185.00	\$1,110
New Civil / Site Improvements Cost Estimating - Alt 1	5	\$185.00	\$925
New Civil / Site Improvements Cost Estimating - Alt 2	5	\$185.00	\$925
Renovation of Existing Building Option - Architectural & Structural Cost Estimating	12	\$185.00	\$2,220
New Building Option - Architectural & Structural Cost Estimating	8	\$185.00	\$1,480
Mechanical, Electrical & Plumbing Cost Estimating (both options)	12	\$185.00	\$2,220
Final Estimate Adjustments & Pricing Break Outs	4	\$185.00	\$740
Fee Total			\$10,360

*Estimating Fees Clarifications

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Respectfully,

Matt Wiggins

Principal

Wiggins Preconstruction Services

M: 360.870.5100 **E:** mattw@wigginsprecon.com



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

bcradesign.com

Spokane Wastewater - Predesign

EXHIBIT F

Project Fees

Scope of Services	Architecture Interior Design (BCRA)	Code Technical Review (Cortner Arch)	Civil Engineering (True Edge)	Landscape Architecture (MT Terrell)	Structural Engineering (DCI)	MEP FP T (Hargis)	Building Envelope (NEXUS)	Cost Estimating (Wiggins Precon Services)	Total
01 - Building Assessment Project Kick-off	\$ 20,320.00	\$ 4,450.00		\$ 725.00	\$ 11,000.00	\$ 2,040.00	\$ 9,410.00		\$ 47,945.00
02 - Programming Adjacency Diagrams	\$ 27,020.00	\$ 435.00		\$ 425.00	\$ 10,000.00	\$ 8,500.00			\$ 46,380.00
03 - Concept Design	\$ 36,385.00	\$ 6,870.00	\$ 4,800.00	\$ 950.00	\$ 1,000.00	\$ 11,560.00	\$ 7,375.00	\$ 10,360.00	\$ 79,300.00
Consultant Markup (12%)		\$ 1,410.60	\$ 576.00	\$ 252.00	\$ 2,640.00	\$ 2,652.00	\$ 2,014.20	\$ 1,243.20	\$ 10,788.00
999 - Reimbursable Expenses	\$ 3,349.00			\$ 84.00		\$ -			\$ 3,433.00
Project Total	\$ 87,074.00	\$ 13,165.60	\$ 5,376.00	\$ 2,436.00	\$ 24,640.00	\$ 24,752.00	\$ 18,799.20	\$ 11,603.20	\$ 187,846.00

Spokane Wastewater : Predesign																																				
ID	Task Name	Start	Finish	W	T	F	S	Oct 5, '25					S	M	T	W	T	F	S	Oct 12, '25					S	M	T	W	T	F	S	Oct 19, '25				
1	Proposal to City	Fri 12/19/25	Fri 12/19/25																																	
2	City Council Approval	Mon 1/12/26	Fri 3/20/26																																	
3	Phase 01 - Building Assessment Project Kick-off	Mon 3/23/26	Tue 4/7/26																																	
4	Meeting: Kick-off Discovery with Core Team	Tue 3/24/26	Tue 3/24/26																																	
5	Programming Questionnaire's Distributed to City	Tue 3/24/26	Tue 3/24/26																																	
6	Existing Building Assessment - Site Verification	Tue 3/24/26	Tue 3/24/26																																	
7	Programming Questionnaire's Returned to BCRA	Tue 3/31/26	Tue 3/31/26																																	
8	Building Assessment Narrative to BCRA	Tue 4/7/26	Tue 4/7/26																																	
9	Phase 02 - Programming Adjacency Diagrams	Tue 4/7/26	Wed 5/6/26																																	
10	Programming Workshops	Tue 4/7/26	Tue 4/7/26																																	
11	Programming Development	Wed 4/8/26	Mon 4/20/26																																	
12	Meeting: Draft Program Potential Site Review	Tue 4/21/26	Tue 4/21/26																																	
13	Adjacency Diagram Development	Wed 4/22/26	Tue 5/5/26																																	
14	Meeting: Adjacency Diagram Review	Wed 5/6/26	Wed 5/6/26																																	
15	Phase 03 - Concept Design	Thu 5/7/26	Tue 7/28/26																																	
16	Concept Development Phasing Plan	Thu 5/7/26	Mon 6/15/26																																	
17	Meeting: Review Concept Plans	Tue 6/16/26	Tue 6/16/26																																	
18	Incorporate Review Comments	Wed 6/17/26	Tue 6/23/26																																	
19	Cost Estimate Development	Wed 6/24/26	Tue 7/7/26																																	
20	Design Team Review of Cost Estimate	Wed 7/8/26	Thu 7/9/26																																	
21	Final Cost Estimate to BCRA	Fri 7/10/26	Fri 7/10/26																																	
22	Concept Design, Cost Estimate and Draft Report to City	Tue 7/14/26	Tue 7/14/26																																	
23	Meeting: Review Cost Draft Report	Tue 7/21/26	Tue 7/21/26																																	
24	Incorporate Final Comments to Report	Tue 7/21/26	Mon 7/27/26																																	
25	Final Report to City	Tue 7/28/26	Tue 7/28/26																																	
26																																				

Date: Wed 1/7/26	Task		Inactive Task		Manual Summary Rollup		External Milestone	
	Split		Inactive Milestone		Manual Summary		Deadline	
	Milestone		Inactive Summary		Start-only		Progress	
	Summary		Manual Task		Finish-only		Manual Progress	
	Project Summary		Duration-only		External Tasks			