



The City of Spokane

City Council

Finance & Administration

Committee Agenda

1:00 PM. Tuesday, September 22, 2026

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:00 PM. on 9/22/2026 1:00:00 PM**, 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 on the City Cable 5 livestream webpage:

<https://my.spokanecity.org/citycable5/live/> and on the Spokane City Council Facebook page: <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 meeting is regularly held every 4th Tuesday of each month at 1:00 PM. 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 comment 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.cloud.microsoft/g/DUqQDs55yH>

Agenda:

- . **Call to Order**
- . **Discussion Items**
 - . CREATING A TEMPORARY DISASTER HOUSING PROGRAM FOR SPOKANE RESIDENTS DISPLACED BY LOCAL AND STATE-DECLARED EMERGENCIES - ADAM MCDANIEL/TIM THOMPSON (5 minutes)
 - . APPROVAL TO CONTRACT WITH QUALIFIED CONTRACTORS FOR ASBESTOS SURVEYING OF FIRE-AFFECTED PROPERTIES - ADAM MCDANIEL (5 minutes)
 - . ACCEPTANCE OF WASHINGTON DEPARTMENT OF ECOLOGY SPILL PREVENTION GRANT - MIKE FORBES (5 minutes)
 - . ORDINANCE CREATING CLIMATE COMMITMENT ACT COMPLIANCE FEES - MARLENE FEIST (5 minutes)
 - . SOLID WASTE RATE ORDINANCE FOR 2027 & 2028 - MARLENE FEIST (5 minutes)
 - . WATER RATE ORDINANCE FOR 2027 & 2028 - MARLENE FEIST (5 minutes)

- . WASTEWATER/STORMWATER RATE ORDINANCE FOR 2027 & 2028 - MARLENE FEIST (5 minutes)
- . WATER-WASTEWATER RATE ORDINANCE FOR 2027 & 2028 - MARLENE FEIST (5 minutes)
- . RESOLUTION FOR THE REALLOCATION OF REMAINING ARPA FUNDS - CALEB STANTON (5 minutes)
- . ORDINANCE AMENDING SMC 07.06 AS IT RELATES TO CITY CONTRACTS - JASON NECHANICKY (5 minutes)
- . RESOLUTION DECLARING MARKET CONDITIONS PROCUREMENT EXEMPTION - ALLISON ADAM (10 minutes)
- . SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – QUARTER 3 2026 - ALLISON ADAM (10 minutes)
- . PUBLIC SAFETY FUNDING PROGRAM - ADAM MCDANIEL (20 minutes)
- . JOINT RESOLUTION OF CITY COUNCIL AND SPOKANE PARK BOARD REGARDING THORPE ROAD PROPERTY - PAUL DILLON (10 minutes)
- . ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF SPOKANE - SARAH DIXIT (10 minutes)
- . **Consent Items**
 - . SET REVENUE HEARING (FINANCE & ADMINISTRATION)
 - . SET BUDGET HEARINGS (FINANCE & ADMINISTRATION)
 - . 2027 PROPERTY TAX ORDINANCE (MANAGEMENT & BUDGET)

- . SET CIP HEARING (FINANCE & ADMINISTRATION)
- . OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
- . AMENDMENT TO CUSTOM ENERGY CONTRACT FOR CLEAN BUILDING ACT COMPLIANCE (FACILITIES MANAGEMENT)
- . AMENDMENT TO THE FOSTER AND GARVEY PC CONTRACT (FINANCE & ADMINISTRATION)
- . **Public Testimony**
- . **Executive Session**
Executive Session may be held or reconvened during any Finance & Administration Committee meeting.
- . **Adjournment**
- . **Next Meeting**

Next Finance & Administration Committee meeting

The next meeting will be held at the regular date and time of 1:00 PM. October 27, 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 Human Resources at 509.625.6373 or email Debbie DeCorde at DDecorde@SpokaneCity.org. 808 W. Spokane Falls Blvd., Spokane, WA, 99201. 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:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/14/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/07/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

ZZAPPONE

Sponsoring at Administrators Request

YES

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

CREATING A TEMPORARY DISASTER HOUSING PROGRAM FOR SPOKANE

Agenda Wording

An ordinance adopting an interim official control to create a Temporary Disaster Housing Program for Spokane residents displaced by local and state-declared emergencies; amending Section 17C.319.200 and the Development Fee Schedule as referenced in Chapter 08.02; adopting a new Chapter 17C.430 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

Summary (Background)

The purpose of this ordinance is to provide a temporary, expedited, and coordinated process for the safe placement and occupancy of Temporary Disaster Housing for residents displaced from their primary residences. The purpose of this ordinance is to remove unnecessary regulatory barriers while preserving minimum requirements for site safety, fire access, potable water, wastewater disposal, electrical safety, weather protection, and protection of neighboring properties.

What impacts would the proposal have on historically excluded communities?

This ordinance establishes a temporary, expedited, and coordinated process for the safe placement and occupancy of Temporary Disaster Housing for residents displaced from their primary residences. This ordinance seeks to support the rapid recovery and rebuilding efforts following a disaster that permanently displaces residents of the city of Spokane.

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?

Permit data is collected and routed by the Development Services Center.

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

Permit data is collected and routed by the Development Services Center.

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 complements other recovery and rebuilding efforts following the Spokane Complex Fires.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
tthompson@spokanecity.org		sgardner@spokanecity.org	
tpalmquist@spokanecity.org		caveryt@spokanecity.org	
mfeist@spokanecity.org			

ORDINANCE NO. C - _____

An ordinance adopting an interim official control to create a Temporary Disaster Housing Program for Spokane residents displaced by local and state-declared emergencies; amending Section 17C.319.200 and the Development Fee Schedule as referenced in Chapter 08.02; adopting a new Chapter 17C.430 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

WHEREAS, on August 1, 2026, the Old Trails Fire, Autumn Lane Fire, and Fairview Fire began in Spokane County; and

WHEREAS, Mayor Brown proclaimed an emergency for the Old Trails Fire (Executive Order 2026-0004), and expanded that order on August 4, 2026, to include the Autumn Lane Fire and Fairview Fire, collectively naming the fires as the Spokane Complex fires (Executive Order 2026-0005, which was ratified by the City Council on August 19, 2026; and

WHEREAS, the City of Spokane intends to establish a temporary disaster housing program for the purpose of permitting and regulating temporary housing for Spokane residents displaced by local and state-declared emergencies; and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath was sudden, unexpected, and requires immediate action to prevent or mitigate the continuing threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

WHEREAS, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, and safety and for the immediate support of City government and its existing public institutions consistent with Section 19 of the City Charter.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That the Development Fee Schedule in Chapter 08.02 of the Spokane Municipal Code is amended to read as follows:

Development Fee Schedule 2026

Automatic Annual Adjustment

Effective January 1, 2026, and the first January of each year thereafter, the development fees shall be adjusted by the City of Spokane Building Official for an amount equal to the weighted average of the 2nd quarter Employment Cost Index for State and Local Government Workers (ECI GW) with a weight of 0.7 and the June to June Consumer Price Index for All Urban Consumers West Class BC (CPI-U West BC) with a weight of 0.3. The calculated adjustment factor shall not exceed the three-year average of the weighted values from the previous periods. The new determined fees will be rounded to the nearest dollar if they are over \$100 and the nearest dime if they are below. Rounded fees shall not exceed the calculated upper limit "average percentage". In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city clerk and city building official before becoming effective. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

Building permit fees shall not be included in the annual automatic adjustment because updates occur semi-annually through the International Code Council (ICC) published updates.

All hourly and other variable fees are based on the designated metric or fraction thereof.

<u>Development Fee Schedule</u>	<u>Fee Amount</u>
<u>Shared Fees</u>	
Processing/Application Fee (<i>except as otherwise identified</i>)	\$65.00
Technology Fee	2.5%
Development Services Review Fee	\$119.00
Re-Inspection Fee	\$156.00
Work Beyond Scope of Permit	\$156.00
Work Done Without Permit/Investigative Fees - Greater Of:	2x the Inspection Fee(s) or \$311
Inspection Outside Normal Working Hours (2-hr minimum)	\$119.00 per hour
Additional, Excessive, Phased Reviews	50% Original Review Fee
Additional, Excessive, Phased Inspections	\$109.00
Trade Review	\$119.00 per hour
Refund Administration Fee - Plan Review and Processing/Application Fees are non-refundable, no refunds of less than \$30 unless City error.	N/A
State Building Code Fee	State Determined Fee
Permit or Application Extension Fee	\$46.60
Recording Fee	County Determined Fee
<u>State Environmental Policy Act (SEPA)</u>	
SEPA Environmental Checklist Initial Review	\$518.00
Threshold Determination of MDNS	\$337.00
Threshold Determination Resulting in Declaration of Significance	Actual Cost
Threshold Determination Resulting in Declaration of Significance - Deposit	\$3,365.00
Public Notice	Actual Cost
Environmental Document Reproduction	Actual Cost
<u>Appeal Fees</u>	
Appeal of Administrative Decision to Hearing Examiner	\$363.00
Exception: Junk Vehicle Determination Appeal	\$208.00
Appeal of Hearing Examiner Decision to City Council	\$725.00
Appeal Preparation Fee	Actual Cost

Request for Reconsideration	\$259.00
<u>Blasting Licenses and Permits</u>	
Blaster's License	\$57.00
Blasting Permit	\$285.00
<u>Boiler and Gas Heating Mechanic License Fees</u>	
License Application and Examination Fee	\$114.00
Annual License Fee	\$57.00
Annual Inspector License Fee	\$57.00
<u>Boiler Installation Inspection Fees</u>	
Low Pressure & Hot Water Boiler < 500,000 BTUs	\$163.00
LP & HWB 500,000 to < 2,000,000 BTUs	\$275.00
LP & HWB 2,000,000 BTUs and greater	\$440.00
Power Boilers < 1,000,000 BTUs	\$440.00
Power Boilers from 1,000,000 to < 5,000,000 BTUs	\$880.00
Power Boilers 5,000,000 BTUs and greater - Base	\$880.00
Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs	\$26.00
Electric Boiler less than or equal to 250 kw	\$259.00
Unfired Pressure Vessel	\$62.10
<u>Boiler Operating Permit & Accessory Fees</u>	
Boilers - Base City Inspected Operating Permit Fee	\$88.00
Boilers - per Vessel	\$36.20
Hydrostatic Pressure Test	\$150.00
Repair Inspections - Hourly	\$119.00
<u>Building Permit Fees</u>	
\$1 - \$2,000 Job Value Fee - Base	\$73.00
\$2,001 - \$25,000 Job Value Fee - Base	\$73.00
\$2,001 - \$25,000 Job Value Fee - Variable per \$1000 over \$2000	\$13.00
\$25,001 - \$50,000 Job Value Fee - Base	\$372.00
\$25,001 - \$50,000 Job Value Fee - Variable per \$1000 over \$25,000	\$10.00
\$50,001 - \$100,000 Job Value Fee - Base	\$622.00
\$50,001 - \$100,000 Job Value Fee - Variable per \$1000 over \$50,000	\$7.00
\$100,001 - \$500,000 Job Value Fee - Base	\$972.00
\$100,001 - \$500,000 Job Value Fee - Variable per \$1000 over \$100,000	\$5.00
\$500,001 - \$1,000,000 Job Value Fee - Base	\$2,972.00
\$500,001 - \$1,000,000 Job Value Fee - Variable per \$1000 over \$500,000	\$4.00
Over \$1,000,000 Job Value Fee - Base	\$4,972.00
Over \$1,000,000 Job Value Fee - Variable per \$1000 over \$1,000,000	\$3.00
Plan Review for Commercial & Multi-Family over 2 units	65% of Job Value Fee
Fast Track Plan Review Fee	125% of Job Value Fee
Early Start and Fast Track Approval	25% Additional fee
Stock Plan Review Fee	25% of Job Value Fee
Reduced Plan Review Fee	25% of Job Value Fee

*Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings.	
Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes	50% of Job Value Fee
Plan Review for SFR & Duplex Accessory Structures & Additions	25% of Job Value Fee
Revision Review Fee - Hourly	\$119.00 per hour
Plan Review for SFR & Duplex Accessory Structure Remodels	25% of Job Value Fee
Demolition of SFR or Duplex	\$46.60
Demolition of Other Structures - Per 1,000 Sq Ft - [maximum fee \$450]	\$46.60
Demolition of Residential Accessory Structures - (i.e. -garages, pools)	\$36.20
Demolition Permit for structures damaged in the Spokane Complex Fires of 2026 (No Processing Fee or Technology Fee will be added; only addition of the \$6.50 State Building Code Fee)	\$28.50
*Additional fees may be required for historically eligible or listed properties in accordance with Historic Preservation's Fee Schedule	
Fence Permit Fee per 100 linear feet or fraction thereof	\$20.00
Grading Permit Fee for 10,000 cubic yards or less	\$150.00
Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof	\$31.10
Grading Plan Review for 1,000 cubic yards or less	\$78.00
Grading Plan Review for 1,001 - 100,000 cubic yards	\$197.00
Grading Plan Review for each 10,000 cubic yards over 100,000	\$10.40
Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign	\$48.70
Sign Permit Fee for Pole and Billboard - Per Sign	\$121.00
Sign Review Fee	\$119.00
Factory Built Housing - Per Section	\$78.00
Manufactured (Mobile) Home - Per Section	\$78.00
Temporary Structures - 1st 180 days	\$259.00
Temporary Structures - 2nd 180 days	\$570.00
Relocation Determination Fee	\$78.00
Swimming Pool Permit Fee (when accessory to SFR or Duplex)	\$98.40
Swimming Pool Permit Fee (for all others)	\$223.00
Adult Family Home Inspection	\$254.00
Family Home Child Care Capacity Inspection	\$254.00
Safety Inspection - Commercial Building - Per hour (2-hr minimum)	\$119.00 per hour
Safety Inspection - SFR, Electrical Only	\$98.40
Safety Inspection - SFR, 2 or more categories	\$197.00
Safety Inspection - Duplex	\$254.00
Safety Inspection - Multi-Family 3 to 6 units	\$327.00
Safety Inspection - Multi-Family over 6 units - Base	\$327.00
Safety Inspection - Multi-Family over 6 units – Variable per unit over 6	\$36.20
Electrical Service Reconnect - Residence	\$41.40
Electrical Service Reconnect - Commercial	98.40
Expired Building Permit Renewal when No Inspections	100% of Permit Fee
Expired Building Permit Renewal when Foundation Approved	75% of Permit Fee
Expired Building Permit Renewal when All Rough-ins Approved	25% of Permit Fee
Expired Building Permit Renewal with Additional Work	Job Value Fee

Expired Plumbing Permit Renewal when No Inspections	100% of Permit Fee
Expired Plumbing Permit Renewal when Top Outs Approved	25% of Permit Fee
Expired Mechanical Permit Renewal when No Inspections	100% of Permit Fee
Expired Mechanical Permit Renewal when Rough-Ins Approved	25% of Permit Fee
Expired Electrical Permit Renewal when No Inspections	100% of Permit Fee
Expired Electrical Permit Renewal when Rough-Ins/Service Approved	25% of Permit Fee
<u>Certificate of Occupancy Fees</u>	
For Change of Occupancy when no work is required	\$93.20
Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee)	\$518.00
Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee)	\$259.00
<u>Solar Fees</u>	
SFR-Duplex Solar Plan Review Fee (DSC)	\$78.00
SFR-Duplex Solar Inspection Fee (DSC)	\$156.00
MFCOM Solar Plan Review Fee (DSC)	65% of Job Value Fee
MFCOM Solar Inspection Fee (DSC)	Job Value Based
Electrical fees assessed as applicable to the scope of work	See Electrical Fees
Fire Review and Inspection Fees assessed in accordance with the Fire Codes	See Fire Code
<u>Electrical Permit Fees</u>	
New Square Footage up to 5000 sq ft - Variable per 100 sq ft	\$5.00
New Square Footage over 5,000 sq ft - Base	\$250.00
New Square Footage over 5,000 sq ft - Variable per 100 sq. ft.	\$3.00
Alterations/Wiring of Existing Space (per circuit)	\$7.20
Light Standard	\$10.40
Service, 1-200 Amps	\$52.00
Service, 201-400 Amps	\$64.20
Service, 401-600 Amps	\$78.00
Service, 601-800 Amps	\$90.10
Service, 801-1,000 Amps	\$104.00
Service, Over 1,000 Amps - Base	\$104.00
Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps	\$7.20
Service, Over 600V, Surcharge	\$62.10
Alarms, Telecommunications, and Other Low-Voltage Control Circuits and Systems (per 2,500 sq. ft.)	\$13.50
Temporary Service	\$46.60
Transformer - Base	\$41.40
Transformer - Variable per 200 Amps or fraction thereof	\$12.40
Generator (emergency, standby, and resource recovery) - Base	\$41.40
Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof	\$12.40
<i>*Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service</i>	NA
Feeder or Subpanel	\$20.70
Ground Work-Ground Ufer	\$31.10

Extensive Ground Work	\$109.00
Annual Electrical Permit, 12 Inspections/1 - 3 Electricians	\$2,300.00
Annual Electrical Permit, 24 Inspections/4 - 6 Electricians	\$4,600.00
Annual Electrical Permit, 36 Inspections/7 - 12 Electricians	\$6,900.00
Annual Electrical Permit, 52 Inspections/13+ Electricians	\$8,200.00
Load Test	\$46.60
Energy Storage Systems	\$52.00
Elevator Permit Fees	
Install: Elevator, Escalator, or Moving Walk \$5,000 Value or Less	\$259.00
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value - Base	\$259.00
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value – Variable per \$1,000 in valuation over \$5,000	\$4.10
Install: Stair Climber or Platform Lift	\$91.10
Install: Dumbwaiter or Material Lift	\$184.00
Install: Temporary Personnel Hoist (Construction Lift)	\$363.00
Operating Permit: Hydraulic Elevator - Annual, Base	\$184.00
Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two	\$22.80
Operating Permit: Cable Elevator - Annual, Base	\$366.00
Operating Permit: Cable Elevator - Annual, Variable per stop over two	\$22.80
Operating Permit: Escalator or Moving Walk	\$366.00
Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber	\$91.10
Alteration or Repair: \$5,000 Value or Less	\$259.00
Alteration or Repair: > \$5,000 Value - Base	\$259.00
Alteration or Repair: > \$5,000 Value – Variable for each \$1,000 over \$5,000	\$4.10
Elevator Reinspection: Hourly	\$119.00
Uncorrected Deficiencies (assessed at 90, 120, and 150 days)	\$184.00
Document Replacement Fee	\$65.00
Temp Hoist: Semi-Annual or Jump Inspection	\$184.00
Temp Hoist: Semi-Annual Operating Permit	\$184.00
Temporary Operating Permit Fee - Base	\$119.00
Temporary Operating Permit Fee – Variable per stop over two	\$15.50
Plan Review for Installs and Major Alterations	\$119.00
Variance Request w/ Site Visit - Base	\$184.00
Variance Request w/ Site Visit - Variable	\$91.10
Variance Request via Desk Evaluation (w/o site visit)	\$91.10
Technical Advice Site Visit Fee - Base	\$184.00
Technical Advice Site Visit Fee – Variable per hour more than two	\$91.10
Decommissioning Conveyance Fee	\$184.00
Re-Commissioning Conveyance Fee - Base	\$184.00
Re-Commissioning Conveyance Fee – Variable per hour more than two	\$91.10
Operating a Conveyance w/o Permit: 30 Day Penalty Fee <i>Conveyances in operation without a permit more than 120 days may be removed from service by the inspector</i>	\$170.00
Mechanical Permit Fees	
Air Handler (per 10,000 cfm or fraction of)	\$17.60

Clothes Dryer (Gas)	\$15.50
Ductwork System	\$15.50
Evaporative Cooler	\$15.50
Gas Log	\$15.50
Gas Piping: per outlet	\$4.10
Water Heater	\$15.50
Hot Water Tank Heat Pump	\$15.50
Heat Pump, Compressor, or A/C: less than 15 tons	\$23.80
Heat Pump, Compressor, or A/C: 15 to 50 tons	\$46.60
Heat Pump, Compressor, or A/C: Over 50 tons	\$78.00
Heating Equipment: 1 to 100,000 BTUs or 32 kW	\$17.60
Heating Equipment: More than 100,000 BTUs or 32 kW	\$26.00
Hood: Type I (per 12 ft or 12 ft portion of hood)	\$72.50
Hood: Type II	\$15.50
Hydronic Piping: per outlet	\$4.10
Miscellaneous (items not covered elsewhere)	\$15.50
Propane Tanks	\$15.50
Range/Cooking Equipment (Gas)	\$15.50
Refrigeration or Absorption System: 1 - 500,000 BTUs	\$26.00
Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs	\$46.60
Refrigeration or Absorption System: Over 1,750,000 BTUs	\$78.00
Unlisted or Unused Appliance: Up to 400,000 BTUs	\$78.00
Unlisted or Unused Appliance: Over 400,000 BTUs	\$130.00
Vent Fans	\$10.40
Wood/Pellet Stove or Insert	\$41.40
Electrical Disconnects/Reconnects for HVAC replacements and thermostat wiring are assessed at the "Alterations... per circuit" rate found within the Electrical Permit Fees.	
<u>Plumbing Permit Fees</u>	
Per Plumbing Fixture on a trap	\$13.50
*** Includes, <i>but is not limited to</i> , installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc.	
Medical Gas Outlet	\$13.50
Sewage Ejector	\$13.50
Vacuum Breaker/Backflow Device	\$13.50
Miscellaneous (plumbing not covered elsewhere)	\$13.50
<i>Water Heaters are covered within Mechanical Permit Fees</i>	
<u>Code Enforcement: Existing Building and Conservation Code Fees</u>	
General: Bill equal to all costs and expenses incurred by City	Cost Incurred
Boarding and Securing	Cost Incurred
Property Monitoring	\$300.00
Annual Hearing Processing Fee - First Year	\$2,000.00
Annual Hearing Processing Fee - Each Subsequent Year	\$5,000.00
<u>Code Enforcement: Obstruction From Vegetation and Debris Fees</u>	

Vegetation and Debris Abatement	Cost Incurred
Vegetation and Debris Abatement Surcharge	\$250.00
Code Enforcement: Existing Building and Conservation Code Fees	
Annual Foreclosure Property Registration Fee	\$350.00
Sidewalk Café Fees	
Sidewalk Café Annual Fee	\$156.00
Site Modification Review Fee	\$285.00
Initial Review Fee	\$311.00
Parklets and Streateries	
Annual License Fee	\$156.00
Site Modification Review Fee	\$285.00
Initial Review Fee	\$311.00
Refundable Cash Bond	\$1,000.00
2-hour zone per square foot per month	\$3.04
4-hour and all-day zones per square foot per month	\$2.05
Time-restricted fee parking	\$1.05
Device Removal and Replacement Fee - Single Space Meter	\$60.00
Device Removal and Replacement Fee - Dual Space Meter	\$120.00
Device Removal and Replacement Fee - Kiosk	\$500.00
Streets and Airspace Fees	
Skywalk Application to Hearing Examiner	\$7,413.00
Skywalk Annual Inspection	\$609.00
Skywalk Renewal (within 20 years of permit issuance)	\$2,371.00
Street Address Assignment	\$15.50
Street Address Change	\$63.20
ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period	\$156.00
ROW Obstruction: Long-term (more than 20 days) per square foot per month	\$0.20
ROW Obstruction: With Excavation 1-3 Days	\$156.00
ROW Obstruction: No Excavation 1-3 Days	\$41.40
ROW Obstruction: No-Each Additional Day	\$20.70
Master Annual Permit	Expense based
Obstruction W/O Permit or Exempt Notification	\$518.00
Work Beyond Scope of Permit	\$259.00
No Fee for Activities Done Under City Contract	\$0.00
Traffic Control Plan Review Fee	\$81.00
Building Move Permit	\$179.00
Road Oiling (and other dust palliatives)	\$162.00
Street Vacation Application Fee	\$645.00
Approach Permit: Commercial	\$54.00
Approach Permit: Residential Driveway	\$32.10
IT Plan Review for Fiber Projects	\$98.40 per hour
House Move Rescheduling Fee – <i>This is an additional processing fee assessed</i>	\$65.00

<i>for house moves that are rescheduled after arrangements for staff had already been made.</i>	
Oversize or Overweight Movements	
Oversize Load - Per 30 Days or fraction of	\$81.00
Overweight Load (on specified route) - Per 30 Days or fraction of	\$121.00
Superload - Per Trip	\$121.00
(Engineering) Private Construction Plan Review Fee Table:	
\$1 - \$10,000 Job Value Fee	\$300.00
\$10,001 - \$50,000 Job Value Fee - Base	\$300.00
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$15.00
\$50,001 - \$100,000 Job Value Fee - Base	\$900.00
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$13.00
\$100,001 - \$500,000 Job Value Fee - Base	\$1,550.00
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$10.50
\$500,001 - \$1,000,000 Job Value Fee - Base	\$5,750.00
\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$9.50
Over \$1,000,000 Job Value Fee - Base	\$10,500.00
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$8.75
Additional Review (for excessive plan changes)	\$119 per hour
On-Site Water Systems Review Fee - outside City limits or no bldg permit	\$259.00
On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit	\$259.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Base	\$415.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.40
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base	\$518.00
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$10.40
Standard (Simple) Stormwater Systems Review: Over 100 lots - Base	\$725.00
Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot	\$10.40
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$259.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$518.00
Complex Stormwater Systems Review: Under 10 lots - Base	\$518.00
Complex Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.40
Complex Stormwater Systems Review: 10 - 100 lots - Base	\$777.00
Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$15.50
Complex Stormwater Systems Review: Over 100 lots - Base	\$1,036.00
Complex Stormwater Systems Review: Over 100 lots - Variable per lot	\$15.50
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$518.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$1,036.00
Storm Sewer Review - in accordance with subsection (A) above.	No Charge
Waiver or Variance Review	\$119.00
Site Development Plan Review	\$259.00
Traffic Impact Analysis Review Fee	\$208.00

Hydraulic Analysis Review Fee	\$601.00
(Engineering) Private Construction Inspection Fee Table:	
\$1 - \$5,000 Job Value Fee	\$500.00
\$5,001 - \$10,000 Job Value Fee	\$1,000.00
\$10,001 - \$50,000 Job Value Fee - Base	\$1,000.00
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$25.00
\$50,001 - \$100,000 Job Value Fee - Base	\$2,000.00
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$20.00
\$100,001 - \$500,000 Job Value Fee - Base	\$3,000.00
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$15.00
\$500,001 - \$1,000,000 Job Value Fee - Base	\$9,000.00
\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$10.00
Over \$1,000,000 Job Value Fee - Base	\$14,000.00
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$5.00
Non-Typical, Specialty Project Inspection	\$119.00
Non-Typical, Specialty Project Overtime Inspection	1.5x the Inspection Fee(s)
Non-Typical, Specialty Project Survey Crew Inspection	\$119.00
Non-Typical, Specialty Project Survey Crew Overtime Inspection	1.5x the Inspection Fee(s)
<u>Multi-Family Housing Property Tax Incentive Program</u>	
Multi-Family Tax Exemption (MFTE) Application	\$1,000.00
MFTE Extension Application	\$1,000.00
MFTE Final Certificate	\$2,000.00
MFTE Final Certificate Conversion from 12 to 8 year	\$500.00
<u>Shorelines Management</u>	
\$2,500 - \$10,000 Project Value Fee	\$1,243.00
\$10,001 - \$50,000 Project Value Fee	\$1,657.00
\$50,001 - \$250,000 Project Value Fee	\$3,106.00
\$250,001 - \$1,000,000 Project Value Fee	\$6,005.00
Over \$1,000,000 Project Value Fee - Base	\$7,248.00
Over \$1,000,000 Project Value Fee - Variable	0.1% of project valuation
Variance Fee	\$2,382.00
Conditional Use Fee	\$2,071.00
Pre-Submittal Review	\$622.00
Shoreline Exemption Fee	\$622.00
Permit Amendment Fee	80% of fee in this schedule
<u>Plats</u>	
One-Year Extension of Preliminary Plat Approval	\$518.00
Phasing of Approved Preliminary Plat	\$622.00

Vacation of Approved Preliminary Plat	\$829.00
Final Long Plat - Base	\$3,422.00
Final Long Plat - Additional fee per lot	\$30.00
Alteration of Approved Preliminary, Final Long Plat or BSP	80% of fee in this schedule
Final Short Plat Filing Fee	\$2,352.00
Final Short Plat Filing Fee - Additional fee per lot	\$30.00
Final Short Plat Filing Fee with Minor Engineering Review	\$350.00
Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot	\$30.00
Final Binding Site Plan	\$3,075.00
Final Binding Site Plan - fee per additional acre	\$30.00
Boundary Line Adjustment Filing Fee	\$384.00
Street Name Change	\$2,589.00
Use of Planning Staff Not Covered by Plat Fees	\$119.00
Concurrency Inquiry Application	\$208.00
<u>Zoning</u>	
Staff Preparation of Notification Map and Associated Documents	\$215.00
Type I Application	\$1,124.00
Type II Application	\$4,478.00
Type II Application - per additional acre	\$62.10
Type II Application with Minor Engineering Review	\$1,124.00
Type III Application	\$4,752.00
Type III Application - per additional acre	\$223.00
Site Plan Review and/or Modification	\$844.00
Site Plan Review and/or Modification - per additional 10 acres	\$570.00
Planned Unit Development (PUD) Bonus Density	\$912.00
Final PUD	\$3,412.00
Temporary Use Permit	\$699.00
Floodplain Development Permit	\$1,180.00
Floodplain Development Permit -per additional acre	\$57.00
Formal Written Interpretation of Zoning Code	\$753.00
Public Hearing for Other Matters	\$1,962.00
Use of Planning Staff Not Covered by Above Fees - Hourly	\$119.00
Zoning Verification Letter	\$119.00
<u>Design Review</u>	
Design Review by Urban Design Staff	\$600.00
Design Review by Design Review Board	\$1,275.00
<u>Comprehensive Plan and Land Use Code Amendments</u>	
Threshold Review Fee	\$500.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Base	\$7,000.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres	\$1,075.00
Use of Planning Staff Not Covered by Above Fees	\$119.00
Formal Written Interpretation of Comp Plan	\$1,075.00

<u>Short Term Rental License Fee</u>	
Registration for STR - Residential Zone - Application	\$200.00
Registration for STR - Residential Zone - Renewal	\$100.00
Registration for STR - Other Zone - Application	\$300.00
Registration for STR - Other Zone - Renewal	\$150.00
<u>Temporary Disaster Housing Program</u>	
Emergency Encroachment Permit	\$0.00
Temporary Disaster Housing Program Registration	\$0.00
* No City land use application, zoning review, temporary-use permit, registration, or similar administrative processing fee shall be charged for a Temporary Disaster Housing Registration or an Emergency Encroachment Permit	

Section 2. That Section 17C.319.200 of the Spokane Municipal Code is amended to read as follows:

Section 17C.319.200 Recreational Camping

The purpose of this section is to regulate the use and occupancy of recreational vehicles, tents, huts, and other temporary shelters on private property in all zones.

- A. A recreational vehicle, tent, hut, or other temporary shelter may not be occupied on private property, except a manufactured home park or a mobile home park, for more than fourteen days in a consecutive twelve-month period, unless authorized through the Temporary Disaster Housing Program under SMC Chapter 17C.430.
- B. A recreational vehicle (see [SMC 17A.020.180](#)) is designed as a temporary living unit and is prohibited from being used as a permanent dwelling unit except in a manufactured or mobile home park unless the recreational vehicle fails to comply with fire and safety ordinances.
- C. Recreational vehicles in a manufactured or mobile home park are required to be hooked up to utilities and have an internal toilet and internal shower, or toilets and showers are provided by the manufactured or mobile home facility.

Section 3. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 7 below.

Section 4. Purpose. The purpose of this interim official control is to establish a Temporary Disaster Housing Program for the purpose of permitting and regulating temporary housing for Spokane residents displaced by local and state-declared emergencies.

Section 5. Duration of Interim Official Control. The interim official control imposed by this Ordinance shall be in effect for a period of up to one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate how to make these standards permanent pursuant to the City's public notice and participation process set forth in SMC 17G.025.

Section 6. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of disaster temporary housing in the City's development code update following the update to the City's Comprehensive Plan.

Section 7. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim official control on October 7, 2026. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim official control.

Section 8. That there is adopted a new Chapter 17C.430 of the Spokane Municipal Code to read as follows:

Chapter 17C.430	Temporary Disaster Housing Program
17C.430.010	Definitions
17C.430.020	Temporary Disaster Housing Program Purpose
17C.430.030	Allowable Temporary Disaster Housing Locations
17C.430.040	Temporary Disaster Housing Review Process
17C.430.050	Temporary Disaster Housing Safety Requirements
17C.430.060	Temporary Disaster Housing Program Terms and Conditions

Section 17C.430.010 Definitions

Term	Definition
Approved Public Right-of-Way	Approved Public Right-of-Way means a specific, designated section of a street adjacent to the Disaster-Affected Property that the City has explicitly authorized for temporary occupancy due to the impracticality of locating a Temporary Disaster Housing unit on a survivor's Disaster-Affected Property

Disaster-Affected Property	Disaster-Affected Property means a legally established lot located wholly within the incorporated city limits of the city of Spokane containing a dwelling unit that is destroyed or substantially damaged or otherwise made uninhabitable as a direct result of a disaster as declared by local or state emergency.
Disaster Survivor	Disaster Survivor means a resident of the city of Spokane whose primary residence is destroyed, substantially damaged, or otherwise made unavailable for occupancy as a direct result of a disaster as declared by local or state emergency. Documentation may include an insurance claim, inspection or fire report, emergency-management record, utility record, lease, identification showing the affected address, or any other reliable evidence accepted by the City.
Qualified Property	Qualified Property means a Disaster-Affected Property or Approved Public Right of Way authorized under this chapter.
Temporary Disaster Housing	Temporary Disaster Housing means a recreational vehicle, travel trailer, motor home, truck camper, park model recreational vehicle, manufactured home, modular dwelling, FEMA or other agency-provided transportable temporary housing unit, or other movable or temporary residential unit approved by the Building Official. Tents, yurts, and structures not originally manufactured or designed for permanent or long-term residential occupancy are not temporary disaster housing unless specifically approved for emergency shelter use by the Building Official, Fire Marshal, or their designees.
Temporary Disaster Housing Program Registration	Temporary Disaster Housing Program Registration means the no-fee administrative program established by this chapter.

Section 17C.430.020 Temporary Disaster Housing Program Purpose

- A. The purpose of this chapter is to provide a temporary, expedited, and coordinated process for the safe placement and occupancy of Temporary Disaster Housing for residents displaced from their primary residences. The purpose of this chapter is to remove unnecessary regulatory barriers while preserving minimum requirements for site safety, fire access, potable water, wastewater disposal, electrical safety, weather protection, and protection of neighboring properties. This chapter is further intended to prevent secondary public health impacts, including weather exposure, homelessness, and unsanitary conditions, while supporting the rapid recovery and rebuilding efforts following a disaster that permanently displaces residents of the city of Spokane.
- B. This chapter shall be narrowly applied to the Temporary Disaster Housing Program authorized by the City of Spokane that is occupied by Disaster Survivors, including their caregivers, as applicable.
- C. The Temporary Disaster Housing Program, its applications, policies, procedures, and requirements, shall be considered vital documents as defined in SMC 18.11.020.
- D. To the extent necessary to implement the Temporary Disaster Housing Program, application requirements required in SMC 17G.061.010 and conflicting zoning use limitations, accessory-structure standards, recreational-vehicle storage standards, density limitations, lot coverage, parking, landscaping, screening, design review, notice and hearing requirements, and permanent frontage-improvement requirements are superseded.
- E. A Temporary Disaster Housing Program Registration is temporary and does not establish a nonconforming use, vested development right, permanent residential use of a recreational vehicle, right to camp on or obstruct access to public property, or permanent entitlement to utility service.
- F. This chapter shall not be interpreted to waive any applicable state or federal law, including requirements of the Washington State Building Code (Chapter 19.27 RCW), Washington State Fire Code, or requirements necessary to address an imminent health or safety hazard.
- G. This chapter shall not be interpreted to waive the Property Maintenance and Use Standards established in SMC Chapter 10.63.
- H. This chapter shall not be interpreted to waive utility operational requirements or permits and inspections required for permanent construction, permanent utility service, or reconstruction of a primary dwelling.

- I. Any City division may develop rules, policies, and procedures consistent with this chapter. Any public rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 17C.430.030 Allowable Temporary Disaster Housing Locations

- A. The City may permit one Temporary Disaster Housing unit on a Disaster-Affected Property.
- B. A second Temporary Disaster Housing unit may be approved by the City on a Disaster-Affected Property only upon demonstration that the Disaster-Affected Property is large enough to safely accommodate both units, does not impede fire engine access, and is occupied exclusively by Disaster Survivors, including their caregivers, as applicable.
- C. Temporary Disaster Housing may be permitted in an Approved Public Right-of-Way only when locating the housing unit on the Disaster-Affected Property is determined by the City to be physically impractical due to hazardous debris, active construction limits, or severe post-fire topography. Such placements are subject to the following criteria:
 1. The occupant shall obtain a no-fee Emergency Encroachment Permit issued by the City.
 2. Temporary Disaster Housing units placed on an Approved Public Right-of-Way shall be positioned exclusively on paved or hard-scaped surfaces. Placement on turf, open park green space, or within environmentally critical areas is prohibited.
 3. Placement of the Temporary Disaster Housing unit within the public right-of-way shall occur directly adjacent to the Affected Property's frontage whenever feasible. A unit shall not block active travel lanes, sidewalks, bicycle lanes, utility vaults, or clear intersection sight triangles.
 4. A Temporary Disaster Housing unit may not occupy an Approved Public Right-of-Way unless a continuous, sanitary method for potable water and holding-tank wastewater disposal is fully verified and maintained consistent with the requirements of this chapter.
 5. A Temporary Disaster Housing unit may not impede fire engines or street plowing access.
- D. A Temporary Disaster Housing unit shall not be placed within an identified immediate hazard area, including geologically hazardous areas, steep slopes vulnerable to landslide or mudslide, or regulated critical area buffers.

Section 17C.430.040 Temporary Disaster Housing Review Process

- A. An applicant for the Temporary Disaster Housing Program shall submit a no-fee Temporary Disaster Housing Program Registration application before occupancy. The City may authorize emergency occupancy before formal registration for up to ten (10) business days when immediate shelter is authorized pursuant to a local emergency declaration and the occupant notifies the City within forty-eight (48) hours of placement, and no imminent safety hazard exists.

- B. The Temporary Disaster Housing Program Registration application shall include, and the Development Services Center shall coordinate for review, the following:
 - 1. Property address or parcel number of a property within the city of Spokane;
 - 2. Reasonable documentation of declared disaster-related displacement;
 - 3. Documentation from an authorized federal, state, or local debris-removal program, or a written evaluation from a qualified environmental professional, confirming that disaster debris has been removed and the proposed Temporary Disaster Housing unit footprint, primary access route, and utility connection areas on the Disaster-Affected Property are safe for temporary occupancy and free from unmitigated hazardous materials or unstable structural debris, when necessary;
 - 4. Type, dimensions, and approximate location of the Temporary Disaster Housing unit on the lot;
 - 5. Determination of whether the Temporary Disaster Housing unit has continuous access to an approved source of potable water;
 - 6. Determination of whether the Temporary Disaster Housing unit requires direct utility connections or approved self-contained off-grid sanitation units; and
 - 7. Vehicle or unit identification numbers (VIN/Serial Number), where applicable.

- C. The Director of Community and Economic Development or their designee may grant initial registration approval based on the applicant's signed certification that the Temporary Disaster Housing unit and site comply with the applicable life-

safety and sanitation requirements of this chapter. The City retains the right to inspect the unit and site to verify compliance.

- D. The applicant shall sign an indemnity agreement holding the City free and harmless from any and all claims, actions, or damages of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation and occupancy of a Temporary Disaster Housing unit authorized by this chapter.

Section 17C.430.050 Temporary Disaster Housing Safety Requirements

- A. A Temporary Disaster Housing unit shall have continuous access to a City-approved source of potable water.
- B. A Temporary Disaster Housing unit shall be served by a City-approved wastewater-disposal method.
- C. A Temporary Disaster Housing unit shall be served by a City-approved solid waste disposal method.
- D. Potable water, wastewater disposal, and solid waste service required by this section do not require connection to City utility systems when an alternative method is approved by the City or other authority having jurisdiction. When City utility service is provided, applicable requirements, rates, fees, and charges under SMC Title 13 shall apply.
- E. Wastewater, graywater, sewage, or any other liquid waste shall not be discharged onto the ground surface, into a street, alley, City stormwater facility, watercourse, damaged utility infrastructure, or unapproved on-site sewage system. Any violation of this subsection constitutes an immediate public health hazard and may result in immediate correction, cessation of occupancy, utility disconnection, or revocation of the Temporary Disaster Housing Program Registration.
- F. Approval of temporary utility service to a Temporary Disaster Housing unit does not establish a permanent right to service, alter City service-area boundaries, waive capacity limitations, or obligate the City to provide service when the system cannot safely or lawfully do so.
- G. Fire ash and debris shall be contained or otherwise managed to prevent migration onto public property or into the City's stormwater system.

- H. Electrical service to a Temporary Disaster Housing unit shall be provided through an approved utility connection, temporary construction service mast, or other method approved by the authority having jurisdiction.
- I. Temporary utility connections to a Temporary Disaster Housing unit shall be disconnected or converted to approved permanent service when the occupancy ends. The property owner is responsible for lawful abandonment, removal, or conversion of temporary connections unless otherwise agreed by the utility provider having jurisdiction.
- J. Any Temporary Disaster Housing unit occupied between November 1 and April 1 shall be winterized to prevent frozen pipes, water leaks, sewage releases, and ice hazards.
- K. Propane cylinders, fuel containers, and generators shall be located, connected, ventilated, and protected in accordance with the International Fire Code and manufacturer requirements. Unvented liquid-fuel heaters, open-flame propane heaters, and other combustion appliances not specifically manufactured and listed for indoor residential use are prohibited.
- L. A Temporary Disaster Housing unit shall have operational smoke alarms. A carbon monoxide alarm is mandatory when the Temporary Disaster Housing unit contains or is served by a fuel-fired appliance, an onboard generator, or has an attached or integral garage structure.
- M. A Temporary Disaster Housing unit shall contain at least one (1) listed portable fire extinguisher with a minimum rating of 2A:10B:C.
- N. Required egress doors and emergency escape openings shall remain operable and unobstructed, capable of being readily opened from the interior, and allow occupants to exit the Temporary Disaster Housing unit safely.
- O. Temporary skirting or utility enclosures shall not obstruct required ventilation openings, appliance exhaust vents, access to emergency shut-off valves, or emergency egress pathways of the Temporary Disaster Housing unit.
- P. The City may establish additional conditions upon approval of a Temporary Disaster Housing Program Registration to protect public health, safety, municipal utility infrastructure, emergency access, or neighboring property and may conduct a site inspection to ensure safety and compliance with this chapter

Section 17C.430.060 Temporary Disaster Housing Program Terms and Conditions

- A. The City may issue a Temporary Disaster Housing Program Registration authorized under this chapter for up to an initial period of twelve (12) months.
- B. The City may terminate or revoke a Temporary Disaster Housing Program Registration due to:
 - 1. the issuance of a certificate of occupancy or final inspection approval for replacement permanent housing available to the Disaster Survivor;
 - 2. the permanent relocation of the Disaster Survivor to another primary residence outside of the Temporary Disaster Housing unit; or
 - 3. Revocation by the City when the registration was obtained through material misrepresentation, fraud, or for violations of this chapter.
- C. The City may extend a Temporary Disaster Housing Registration for periods of up to twelve (12) months when the Disaster Survivor remains displaced and demonstrates progress towards permanent housing as evidenced by:
 - 1. an active building permit application or issued building permit for reconstruction on the Affected Property;
 - 2. Documentation of active construction of permanent housing; or
 - 3. Other documentation that demonstrates active efforts to obtain, repair, reconstruct, or replace permanent housing.
- D. Within thirty (30) days after the Temporary Disaster Housing occupancy concludes or the registration expires, terminates, or is revoked, the unit shall cease residential use and be completely removed from the Affected Property or brought into full compliance with the City's Land Use and Property Maintenance and Use Standards. All temporary utility connections shall be safely disconnected, capped, and abandoned under the oversight of the utility provider having jurisdiction.
- E. The City may issue an emergency order for immediate correction, utility disconnection, evacuation of the Temporary Disaster Housing unit or affected area, or immediate cessation of occupancy when a site condition presents an imminent threat to life, public health, safety, or utility-system integrity.

- F. The denial, refusal, or revocation of a Temporary Disaster Housing Program Registration is appealable to the Hearing Examiner within ten (10) calendar days following the procedures outlined in Spokane Municipal Code 17G.050. Any emergency order shall remain in full force and effect during the pendency of the appeal unless explicitly stayed by the issuing City official or the Hearing Examiner upon a showing of extreme hardship and alternative safety mitigation.
- G. Violations of this chapter are a civil infraction subject to the enforcement, procedures, penalties, and remedies outlined in Spokane Municipal Code Chapter 01.05.

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.

Section 11. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

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:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/17/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE

Sponsoring at Administrators Request

YES

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

APPROVAL TO CONTRACT WITH QUALIFIED CONTRACTORS FOR ASBESTOS

Agenda Wording

A resolution setting forth the City Council's approval to contract with qualified contractors for asbestos surveying of fire-affected properties without further City Council review and action.

Summary (Background)

This resolution authorizes staff to execute the appropriate contracts and agreements with qualified contractors for the purpose of providing asbestos survey services to fire-affected residents.

What impacts would the proposal have on historically excluded communities?

The purpose of this resolution with qualified contractors to perform asbestos surveying at no cost to fire-affected residents.

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?

City staff will verify eligibility for the service and will track the number of properties that have utilized the service.

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

City staff will verify eligibility for the service and will track the number of properties that have utilized the service.

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		\$	
<u>Narrative</u>			
The funding source for this program is to be determined.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
The funding source for this program is to be determined.			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			
mfeist@spokanecity.org		caveryt@spokanecity.org	

RESOLUTION 2026 – ____

A resolution setting forth the City Council's approval to contract with qualified contractors for asbestos surveying for fire-affected properties without further City Council review and action.

WHEREAS, the U.S. Environmental Protection Agency (EPA) completed its household hazardous material (HHM) removal mission in response to the Spokane Complex Fires, which starts the next phase of the rebuilding process, which includes an asbestos survey from an asbestos-certified building inspector; and

WHEREAS, residents must obtain an asbestos survey and submit an asbestos Notice of Intent (NOI) before removing debris and ash that remains from burned structures; and

WHEREAS, the Spokane City Council adopted Emergency Ordinance C36924, reducing demolition permits for structures damaged in the Spokane Complex fires; and

WHEREAS, the City of Spokane intends to provide relief to property owners impacted by the Spokane Complex Fires through expedited review of permits, permit deferrals, as well as appropriate waivers, modifications, interpretations, and administrative flexibility from zoning and development requirements to facilitate reconstruction; and

WHEREAS, the City of Spokane intends to continue its fire recovery efforts by contracting with qualified contractors to perform asbestos surveying at no cost to fire-affected residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane authorizes staff to execute the appropriate contracts and agreements with qualified contractors for the purpose of providing asbestos survey services to fire-affected residents.

PASSED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/14/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/07/2026**Submitting Dept**

GRANTS MANAGEMENT

Bid #**Contact Name/Phone**

MIKE FORBES 509-435-7029

Requisition #**Contact E-Mail**

MFORBES@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

ACCEPTANCE OF WASHINGTON DEPARTMENT OF ECOLOGY SPILL

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 accept a grant award from the Washington State Department of Ecology for the Spill Prevention, Preparedness, and Response Program and appropriate funding for hazardous materials response equipment and personnel costs, and declaring an emergency.

Summary (Background)

Grant acceptance of \$160,000 through the Washington Department of Ecology Spill Prevention, Preparedness, and Response Program. This grant request funds a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

What impacts would the proposal have on historically excluded communities?

SFD's hazardous material response team will serve all communities in Spokane, including our historically excluded communities. We maintain a close relationship with our area neighbors so we can best serve all our constituents. Our investment will also help maintain healthier environments in Spokane. Many of our districts in Spokane are considered environmentally vulnerable, and investment in equipment and training will allow us to respond appropriately to these neighborhoods and limit exposure to hazardous materials.

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 be collected in accordance with SFD requirements.

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

The department has a meticulously planned inspection schedule in place, overseen by our trained personnel. In case of any identified issues or maintenance requirements, our specialized maintenance department promptly restores the equipment to optimal working conditions. Spokane Fire personnel undergo comprehensive training to operate the equipment and conduct minor maintenance tasks adeptly. This knowledge equips them to detect and address potential concerns during routine inspections.

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 grant helps support the Spokane Fire Department's Hazardous Materials Response and Preparedness Initiative in a systematic and thorough approach.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 160,000	
Current Year Cost		\$ 160,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
The City of Spokane Fire Department will receive \$160,000 funding for equipment (\$100,000) and training support (\$60,000).			
Amount		Budget Account	
Revenue	\$ 160,000	#	1440-93556-99999-33431-99999
Expense	\$ 100,000	#	1440-93556-94220-56401-99999
Expense	\$ 45,000	#	1440-93556-22200-51991-99999
Expense	\$ 15,000	#	1440-93556-22200-52991-99999
Select	\$	#	
Select	\$	#	
Funding Source One-Time			
Funding Source Type Grant			
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	
<u>Dept Head</u>	BROWN, SKYLER	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	STRATTON, JESSICA	<u>ACCOUNTING -</u>	DUFFEY, ANDREW
<u>Accounting Manager</u>	DUFFEY, ANDREW		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A GRANT AWARD FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE SPILL PREVENTION, PREPAREDNESS, AND RESPONSE PROGRAM AND APPROPRIATE FUNDING FOR HAZARDOUS MATERIALS RESPONSE EQUIPMENT AND PERSONNEL COSTS, AND DECLARING AN EMERGENCY.

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 Fire Grants - Miscellaneous 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 Fire Grants - Miscellaneous Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$160,000.
 - A) Of the increased revenue, \$160,000 is provided by a grant from the Washington State Department of Ecology.
- 2) Increase appropriation by \$160,000.
 - A) Of the increased appropriation, \$60,000 is provided solely for wages and benefits.
 - B) Of the increased appropriation, \$100,000 is provided solely for capitalized machinery and equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept and appropriate a grant award from the Washington State Department of Ecology, 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

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

General Information

Project Title

Safeguarding Communities: A Hazmat Mitigation Grant

Project Short Description

Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

Project Long Description

The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of hazardous gases, enhancing our ability to respond to potential dangers swiftly.

To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

General Information

preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Total Cost \$231,189.00

Total Eligible Cost \$231,189.00

Effective Date 6/2/2025

Expiration Date 6/1/2027

Ecology Program

Spills

Project Category

✓ Equipment Cache Grant

Will Environmental Monitoring Data be collected?

No

Overall Goal

The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient's emergency response role.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Project Characterization

Project Themes

Select a primary and secondary theme that best describes the work to be achieved during this project.

Primary Theme:	Spill Response
Secondary Theme(s):	Equipment & Training

Project Website

If your project has a website, please enter the web address below. After entering a website and saving, another blank row will appear. Up to three websites may be provided.

Website Title/Name	Web Address
--------------------	-------------

Recipient Contacts

Project Manager

Robert Mathews

Contact Information

Robert Mathews
Capt
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Spokane, Washington
99201-3343
(509) 625-7000
(509) 343-5760
rcmathews@spokanecity.org

Authorized Signatory

Julie O'Berg

Contact Information

Julie O'Berg
Fire Chief
808 W Spokane Falls Blvd
Spokane, Washington 99201
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(509) 343-5760
joberg@spokane-fire.org

Billing Contact

Kevin Schmitt

Contact Information

Kevin Schmitt
Accounting Manager
808 W Spokane Falls Blvd
Spokane, Washington 99201

Recipient Contacts

(509) 625-6310
(509) 343-5760
kschmitt@spokanecity.org

Other recipient signatures on printed agreement

Name	Title
Mike Forbes	Admin Fire Chief

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Local Emergency Management Coordination

- *1. Are you coordinating an equipment cache and/or training on behalf of multiple organizations? ☒ Yes ☐ No

List the organizations:

Training is open seating to surrounding districts and responders. Cache is available to all

Upload supporting documents

https://ecy.eagle/IntelliGrants_BASE/_Upload/317174_959551-258619_959623-Letter2023DNRGrant.pdf

- *2. Identify the emergency planning commissions or committees in which you participate. Select all that apply.

☒ Region 10 Regional Response Team

☒ Northwest Area Committee

☐ Tribal Emergency Planning Committee

☐ Washington State Emergency Response Commission

☒ Local Emergency Planning Committee (name in box): Spokane Emergency Management Support

☒ Other: Spokane Dept of Emergency Management

N/A

- *3. Is this application on behalf of a fire department or district?

How many first responders are currently certified to the following levels:

Hazardous Materials Operations 325

Hazardous Materials Technician 52

- *4. What role(s) will you serve during an oil spill and/or hazardous materials response?

Per the Spokane County Comprehensive Emergency Response Plan (CEMP), Hazardous Materials Response Plan, the Spokane Hazmat Team shall:

A. Respond in support of first response agencies when requested;

B. Assess actions taken by first-in units;

C. Establish a tactical risk management plan with contingencies;

D. Provide technical level response to hazardous materials incidents;

E. Provide Hazmat expertise and equipment to a Hazmat Incident;

F. Establish exclusionary zones;

G. Determine the proper level of personal protective equipment, emergency medical treatment, decontamination techniques and additional

authorities requiring notification;

H. Perform duties as directed by the IC, and

I. Through the IC, ensure coordination with Spokane County DEM Duty Officer or Emergency Coordination Center when indicated.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Local Emergency Management Coordination

- *5. Are you a part of or served by a hazmat team? ✓ Yes No

List the hazmat team(s).

The Spokane Fire Department has its own area hazardous materials team. The team is comprised of 52 members covering four shifts. The progression of certification for the team is Technician (IFSAC) or Washington State Fire Marshal's equivalent then Specialist level certification.

- *6. Describe any coordination that exists between the applicant and industry for response to oil spill and/or hazardous materials incidents. This can include training, agreements, and/or equipment and resources. The Spokane Hazmat Team is required to notify the Department of Ecology in the event of a spill or leak. The partnership with DOE is critical as DOE has the ability to dedicate greater resources to help mitigate the event. This is important to note because the Spokane Fire Department has the only municipal hazardous materials team in Eastern Washington (the Seattle metropolitan area has at least seven). As such, the Spokane Fire Department must be able to function as a sole entity until help can arrive from Western Washington.

As the only municipal hazardous materials team in Eastern Washington, the Spokane Hazmat Team has responded to hazardous materials incidents as far west as the Cascades, as far north as the Canadian border, and as far south as the Oregon border. The Spokane Hazmat Team works closely with partner agencies to provide joint preparedness groups capable of handling large-scale incidents.

The Spokane Regional Hazmat team has a close relationship with its area neighbors, creating a cohesive unified command when a serious expanded incident occurs.

We routinely have joint training and work closely with the following agencies:

- Fairchild Air Force Base and its hazardous materials team assist us with radiological emergencies, mass casualty incidents, and fuel fires. Fairchild has also worked with our team to help certify IFSAC Technicians.
- The FBI has an office in Spokane and we also coordinate with the Seattle branch. During the protests last year, they requested testing of the chemicals being used by demonstrators. We have also worked with the US Postal Service on white powder calls and other drug crimes.
- The Spokane Police Department Bomb Squad conducts annual joint training based on chemical labs where additional material identification is needed. Recently they aided us in handling sodium azide at a hazmat scene to safely mitigate the situation by transporting the substance away from the scene.
- The Inland Empire Fire Chiefs Association conducts annual operational-level joint mass casualty preparedness training. Recently we managed a chlorine release scenario where mass decontamination was utilized. Several fire districts attended the joint training. This includes Districts 9, 8, 4, and the Spokane Valley Fire Department.
- Burlington Northern Santa Fe routinely uses our training facility for their personnel to be trained and certified. The props include low and high-pressure railcars and chlorine tank cars. Since the rail line has such a large potential for a catastrophic incident, it is imperative we are able to work in a coordinated manner.
- The Nuclear Regulatory Commission, whose contractors will begin the clean-up process once a

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

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Local Emergency Management Coordination

radiological incident has been stabilized.

- Other partners include Chevron pipeline, Williams Energy, and Holley fuel depots.

- *7. Will the equipment and/or resources be used in support of mutual aid agreements or Memorandums of Understanding (MOU)? ☒ Yes ☐ No

Provide links below if the agreement(s) exists publicly, otherwise upload a copy of all mutual aid agreements and MOUs.

Currently, the City of Spokane Fire Department has mutual aid agreements with our neighboring fire entities. This including all agencies within Spokane county including the Spokane Valley Fire Department, Fire District 9, Fire District 8, Fire District 10, the Airway Heights Fire Department, and the Cheney Fire Department. We also respond to the Spokane International Airport. In April of 2025 the team traveled to Post Falls ID and assisted with a white powder call as part of in inner op agreement. The Spokane River flows through several jurisdictions and our team is the primary initial response resource. The Spokane Hazmat team uses ALL available equipment for team operations to support mutual aid agreements. Basically, an "all or none" response. If remote areas in Northeastern Washington request hazardous material/spill assistance, then the team can travel well outside of Spokane County to neighboring counties like Stevens, Lincoln, Whitman, and Adams.

Upload agreements

https://ecyeagl/IntelliGrants_BASE/_Upload/317174_959623-258619_959623-Letter2023DNRGrant.pdf

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

New Response Equipment and Resources

- *1. Are you requesting new equipment and/or resources for oil spill and hazardous materials response? ☒ Yes ☐ No
- *2. Estimate the total budget for New Equipment and/or Resources. A description of each category is available in Appendix C of the Funding Guidelines, along with an example budget.

Item(s) Category	Description of Item(s)	Amount Requested
Air Monitoring	N/A	\$0
Chemical Detection	Rigaku detector to replace obsolete technology of existing Ahura detector	\$70,000.00
Containment	River Boom and Accessories	\$82,392.00
Cache Trailer	N/A	\$0
Decontamination	Mass number decon tent and equipment	\$23,000.00
Foam	N/A	\$0
PPE	Level A inner communication radio facepieces	\$15,797.00
Unmanned Aircraft System	N/A	\$0
Vehicle	N/A	\$0
Vessel	N/A	\$0
Other	EV Blankets and other supplies for Lithium fire control. A-kit	\$9,500.00
Total		\$200,689.00

- *3. Is the request for New Equipment and/or Resources funding greater than \$100,000? ☒ Yes ☐ No

Note that grant awards for New Equipment and/or Resources may be capped at \$100,000. In the field below, let Ecology know what the applicant would like prioritized to the \$100,000 limit. If the proposal cannot be completed for less than \$100,000, justify your request here.

In prioritizing the grant funding up to the \$100,000 limit, the Spokane Fire Department places the highest importance on the following essential items:

River Booms for Oil Spill Cleanup: These booms are essential for containing and managing oil spills in bodies of water and protecting the environment.

Chemical Detection Equipment: Advanced chemical detection equipment is vital for accurately and rapidly identifying hazardous substances during incidents, enabling the Spokane Fire Department to take immediate, targeted response actions.

While the Spokane Fire Department understands the funding cap, it's important to note that their project's scope and scale are designed to comprehensively enhance the hazardous materials response and preparedness capabilities beyond the City limits and supports the greater Spokane region. Each of these items plays a unique and critical role in achieving the department's mission, and their combined use is integral to the safety of the greater Spokane community and environment. Therefore, the total grant amount is justified to ensure that the agency's preparedness and response efforts are effective and comprehensive.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

New Response Equipment and Resources

- *4. What gaps exist within your Area of Response or organization for oil spill and hazardous materials response equipment? Does your request address any of those gaps?

Chemical Detection: Detection or verification of unknown substances is at the heart of the Spokane Hazmat team responses. Nationally one of the most proven technologies is called Raman. This technology can scan a substance, match it to its library and deliver a highly probable identification. Currently the teams Raman detector (Ahura) is obsolete in comparison to today's systems. In some cases, even providing inaccurate data. It is basically an outdated instrument (like the old flip phones). Identification of unknowns allows responders to mitigate further environmental impact and right size the overall response and cleanup. Funding for a new Raman monitor would fill this gap and is our highest priority for this funding request.

PPE: With the request of new boom equipment and the creation of a boom program, PPE is a gap with our responders to safely and effectively perform spill mitigation. Currently the Hazmat team does not have water way clean up PPE other teams throughout the county have. This equipment would fill the gap to be able to respond in all seasons and flows throughout the year by safely outfitting its members.

There is aging out and non operational decontamination equipment. Current water heaters do not function and outdated. Equipment is needed to decon mass amounts of contaminated pts.

Current Chlorine A-kit is aged out and difficult to apply.

- *5. Describe how you plan to house and maintain requested equipment and/or resources long-term.

The Spokane Fire Department has developed a systematic approach for long-term housing and maintenance of the equipment requested. The department maintains secure, climate-controlled storage facilities explicitly designed to safeguard the equipment. These facilities shield the gear from environmental influences, guaranteeing its operational efficiency.

The department has a meticulously planned inspection schedule in place, overseen by our trained personnel. In case of any identified issues or maintenance requirements, our specialized maintenance department promptly restores the equipment to optimal working conditions.

Spokane Fire personnel undergo comprehensive training to operate the equipment and conduct minor maintenance tasks adeptly. This knowledge equips them to detect and address potential concerns during routine inspections.

This rigorous approach ensures the Spokane Fire Department's commitment to the long-term functionality and preservation of the requested equipment. It underlines our dedication to maintaining the highest safety and operational standards in our hazardous materials response efforts.

- *6. How will this request maximize the use of equipment and/or resources currently owned by the applicant, other emergency responders, and/or industry?

As the sole hazmat team in the Eastern Washington region, the Spokane Fire Department plays a pivotal role in providing swift and efficient detection and decontamination support for the region. The acquisition of these critical resources is integral to our mission of safeguarding the Spokane community and extending our expertise and assistance to the broader Pacific Northwest region.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

New Response Equipment and Resources

Each resource we seek through this grant application serves to enhance our capabilities to support the region's first responders and the Department of Ecology in their critical functions.

The Spokane Fire Department is committed to environmental protection for the region. They are a reliable and indispensable asset, ready to collaborate with and assist other agencies in need.

Implementing these resources amplifies the department's capacity to serve as a dependable partner in ensuring the safety and well-being of the community and environment throughout the Pacific Northwest. Correctly sized river boom will replace the mismatched still water boom that only give limited capabilities to contain a spill. Spokane's main water way is the Spokane River that has various flows throughout the year.

- *7. Describe the process used to estimate costs in the budget.

The process used to estimate costs in the budget for the Spokane Fire Department's Hazardous Materials Response and Preparedness Initiative is a systematic and thorough approach that begins with a comprehensive needs assessment. This assessment identified the equipment, training, and resources required to enhance hazmat response and preparedness. It considers the department's existing capabilities, the condition of its current equipment, and industry best practices.

The Spokane Fire Department identified and created a list of necessary resources. This includes all equipment, training programs, maintenance and replacement needs, and other ancillary items required for effective response and preparedness.

Research and vendor consultations play a crucial role in the cost estimation process. Research was conducted to determine the best available resources on the market, and vendor consultations and requests for quotations were made to gather pricing information for each identified resource. This step ensured the department was making the most cost-effective and high-quality options.

An estimate of costs was calculated for training programs, including instructor fees, materials, and any associated travel or accommodation expenses.

Before finalization, the estimated costs were reviewed by financial experts and department officials to ensure accuracy, completeness, and alignment with the project's objectives.

Upload supporting budget estimates

https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605-BoomEstimate.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_2-rigaku.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_3-MESBid.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_4-AllhandsSalesOrder_SO103973_1706283244306.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_5-akit.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_6-decontent.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317188_959605_7-deconheater.pdf

- *8. Are you requesting an unmanned aircraft system? Yes ☒ No

- *9. Describe the need and use of equipment your are requesting and how they will enable you to respond to hazardous materials and/or oil spills.

The requested equipment is integral to strengthening the Spokane Fire Department's ability to respond effectively to hazardous materials incidents and oil spills, safeguarding the community and environment. Each item addresses specific needs in their response toolkit, significantly enhancing their preparedness and response capabilities.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

New Response Equipment and Resources

River booms for oil spill cleanup play a vital role in containing and managing oil spills in bodies of water. These booms create a barrier preventing spilled oil's spread, protecting ecosystems and water quality. They minimize environmental damage during oil spill responses by facilitating swift and effective containment. It is important to recognize that the Spokane Hazmat team would be the quickest in proximity to the Spokane river for boom deployment. The boom would be housed in the current SFD trailer stored near several deployment sites at the Spokane Fire Training center. Our current boom is not specifically designed for various river flow rates which renders it less effective to contain spills. New standardized boom that fits the river flows and matches with other agencies is important to control the spill with the smallest environmental impact. Additional deployment tools is part of this request to make it a comprehensive package.

Replacing the team's outdated (20-year-old Ahura) chemical identifier is critical to maintaining the reliability and effectiveness of response capabilities. Newer chemical identifier technology offers advanced features and improved accuracy, ensuring our ability to identify and mitigate hazardous materials incidents with precision swiftly. This is very important to avoid false readings. This can delay return to service times, free up other agencies by delaying on scene times and unnecessary disposal processes. Correctly identifying chemicals can indicate hazardous that are potentially fatal to the public and first responders. The Spokane Hazmat monitor team has spent a great deal of time researching the best replacement for spectrometry technology. The Rigaku has one of the most complete libraries of chemicals with excellent customer support and warranty.

The inner communication face pieces are a technology that allows hazmat personnel operating in level A suits be able to speak directly to each other. These face masks are integrated directly to the team's existing SCBAs without any modifications or costs. The benefits to the team members are to complete difficult tasks, like applying a C-kit on top of a rail car, without tying up radio frequencies or using misunderstood hand signals. This will create a safer environment to work in and speed up the times needed to complete the tasks.

The level A-kit will replace the aged out (25 years old) kit that outdated and difficult to apply on a leaky cylinder. This will speed up the application times and provide a higher success rate to stop the leak.

Collectively, these requested resources encompass a comprehensive approach to enhancing the Spokane Fire Department's response capabilities and preparedness for hazardous materials incidents and oil spills. They represent a critical investment in the department's mission to serve as responsible stewards and first responders in the Pacific Northwest region, ensuring the community's safety and the protection of the environment.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Spill Response and Hazardous Materials Training

- *1. Are you requesting training for oil spill and hazardous materials response? ☒ Yes ☐ No
- *2. Estimate the total budget for Training. A description of each category is available in Appendix D of the Funding Guidelines, along with an example budget.

Hazardous Materials Training is offered at no cost to first responders through the State Fire Marshal's Office. If you are requesting training available on this website, it is conditionally eligible and may not be approved if capacity for this training exists within the State Fire Marshal's Office.

Training	Description	Estimate # Attendees	Amount Requested
Major Incident Response Training	Requesting instructors to teach the WA State approved Hazmat Tech class. Open to surrounding agencies	20	\$13,500.00
Major Incident Response Training	Hazmat IQ course needed for the new SFD Techs. Open to surrounding agencies.	20	\$6,500.00
Major Incident Response Training	Hazmat Incident Safety Officer Course Open to surrounding agencies.	20	\$12,000.00
Major Incident Response Training	Hazmat Incident Command Course. Open to surround agencies	20	\$8,000.00
Major Incident Response Training	Boom deployment registrations for 10 SFD members of the Hazmat, Swift water and rope team to learn to deploy boom specifically to river operations	12	\$18,000.00
		Total	\$58,000.00

- *3. What gaps exist within your Area of Response or organization regarding training for responding to oil or hazardous materials incidents? Does this request address any of those gaps?

The Spokane Fire Department Hazardous Material Team operates a dedicated Training Division with expertise in providing in-house training. The team's annual budget, funded by its administration, is primarily allocated to offer education and training within our local areas of expertise. These in-house training efforts focus on specific tasks, such as applying a chlorine kit to the rail car prop, addressing small-scale incidents, and meeting the requirements outlined in Table 4 of the WAC hazmat code to maintain certifications.

However, there are significant gaps in our training programs, particularly concerning the initial WA state Haz Technician certification process, large-scale operations, unified command structures (involving agencies like the Department of Ecology), swift water mass spill containment and emerging technologies. Large-scale incidents, such as a railcar explosion just outside the city, and swift water boom deployment operations that require specialized instruction that we currently lack the funding to provide.

Given the ever-evolving dynamics of hazardous material incidents and technologies, an efficient solution is to engage certified outside agencies to conduct training sessions in Spokane. Presently, the SFD Hazmat Team needs more funding for this option, as the existing training budget is primarily designated for students off-duty OT needs, off-duty team instructors for in-house training, and a Hazmat Specialist class offered every other year. It does not include funds for a certified Trainer to initially train new

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Spill Response and Hazardous Materials Training

members to be certified as WA state Technicians. Spokane also opens up the classes to outside agencies giving outside agencies the opportunity to be WA State HazMat technicians.

Bringing specialized instructors into Spokane offers several advantages. First, it ensures that current hazmat topics and processes are taught by agencies specializing in those areas. These classes are efficient, led by subject matter experts who stay current on national events, and often offer certificates that help members maintain their Continuing Education Credits (CECs). This addresses areas where our Hazmat team trainers may need more training or experience.

Secondly, the entire Spokane Hazmat Team can receive training during quarterly training time frames. These uninterrupted four consecutive 8-hour days provide each shift with the opportunity for training without requiring "back-fill" overtime for off-duty team members. The classes can also be made available to neighboring agencies like the Spokane Police Department's Bomb Squad, adjacent Fire Departments, and other agencies statewide that can benefit from the training. Priority would be given to fill available seats for SFD Hazmat members, and any remaining spots would be opened to outside agencies. The focus is on selecting reputable companies with subject matter experts to teach topics not covered by our Training Department.

Third, if new equipment is acquired through this grant, such as booms, the funding can be utilized to pay for hands-on training for this equipment. Historical data shows equipment familiarization is significantly more effective to provide in-person instruction. Our existing Hazmat training budget needs more financial resources to send team members for training on new equipment, often relying on videos or literature that can be challenging to comprehend due to the equipment's complexity. Attending certified classes has proven far more effective since SFD does not always have the staff certified in certain subject matters.

By making funding available through this grant, we can address significant gaps in our training programs, ensuring that we are well-prepared to respond to complex, multi-agency incidents and stay current with new technologies. This not only benefits the Spokane community but also the Department of Ecology by allowing for more controlled and professional mitigation of incidents and providing training to a wide

*4. Describe the process used to estimate costs in the budget.

The process used to estimate the costs in the budget for the Spokane Fire Department's training requests is a detailed and systematic approach that encompasses several vital steps. It began with identifying the personnel's specific training needs based on a comprehensive assessment of the skills and knowledge required to respond effectively to hazardous materials incidents. This assessment considers the number of personnel who need training and evaluates their current proficiency levels.

Once the training needs are established, the next step involves selecting the most suitable training programs. This selection is based on their alignment with our identified needs and adherence to industry standards and best practices. Training programs may encompass various aspects of hazmat safety, such as Hazardous Materials Technician courses or Chemical Emergency Response Training.

Cost analysis is a critical component of our budget estimation process. We gather detailed information regarding the expenses associated with each training program. This includes course fees, training materials, textbooks, travel, accommodation, and additional costs tied to the training initiatives. Instructor fees are also factored into the budget estimation. Instructors with the necessary expertise are instrumental in delivering effective training programs, and their compensation is an essential component of the overall training cost.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Spill Response and Hazardous Materials Training

Materials and resources required for the training programs are also included in the budget estimate. These materials can include textbooks, protective gear, simulation tools, and training props, ensuring that our personnel can access the necessary resources to make the training effective.

By following this comprehensive process, the Spokane Fire Department aims to ensure that the estimated costs for our training requests are accurate and all-encompassing. This approach supports the efficient allocation of funds to provide personnel with the essential training needed to enhance their hazmat response capabilities and, in turn, safeguard the community, region, and environment effectively.

Upload supporting budget estimates

https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619-Haztechclass.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619_2-HazIQNB-59342.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619_3-HazSafetyIC.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317175_959619_4-BoomRegistration.pdf

- *5. Describe the need for the training you are requesting and how it will enable you to respond to hazardous materials and/or oil spills.

The training requested by the Spokane Fire Department is essential in enhancing their response capabilities for hazardous materials incidents and oil spills, addressing the specific needs and challenges in these complex and dynamic scenarios. This training is designed to provide their personnel with the knowledge and skills necessary to respond safely and efficiently to such incidents. It encompasses a wide range of topics, including hazard assessment, the use of personal protective equipment, decontamination procedures, and incident command.

The department recognizes that effective response to hazardous materials and oil spills requires a coordinated effort among various agencies and first responders. To promote collaboration and improve regional response readiness, the training that the department is requesting will be open to other agencies and first responders in the region. This inclusive approach benefits the Spokane Fire Department's personnel and strengthens the overall capacity of response partners.

SFD understands regional cooperation's value and the importance of sharing expertise and best practices. In cases with unused training seats, the department will allow our regional response partners to participate. This collaborative approach ensures that a broader network of responders is well-prepared to handle hazardous materials incidents and oil spills, ultimately enhancing the community's safety and the protection of the environment.

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Maintenance of Existing Response Equipment and Resources

Routine maintenance and replacement of equipment and/or resources awarded during previous grant cycles is a high priority through this grant. While the recipient is expected to demonstrate the ability to take care of routine and unexpected maintenance needs themselves, requests for cost reimbursement is eligible as long as funding is available. See the Funding Guidelines for more information.

- * 1. Are you requesting maintenance or enhancement of equipment and/or resources received through a previous Ecology Equipment Cache Grant? ✓ Yes No
- * 2. Estimate the total budget for Maintenance of Existing Response Equipment and/or Resources. See Appendix E of the Funding Guidelines for an example budget.

Equipment and/or Resources	Description of maintenance or replacement	Ecol. Agree. #	Amount Requested
Foam Trailer	1x 260 gallons of AR-AFFF	Grant for 2017-2019-00026	\$12,500
Lithium Battery control equipment	Replace and add to current EV blankets and other EV/Lithium equipment.	2325 / 2123 grant periods	\$1,200
Total			\$13,700

- * 3. Have the equipment and/or resources been used on an incident? ✓ Yes No

Please describe.

In the winter of 2024, there was a 406 tractor and trailer roller where the full covenants of gasoline and diesel fuel ignited on fire. SFD Hazmat responded with its DOE grant funded foam trailer. This was a coordinated effort with Fairchild AFB, District 8, Washington State Patrol and Dept of Ecology to extinguish the fire and contain runoff.

The Spokane Fire Department has responded to several lithium battery fires utilizing several pieces of equipment awarded from prior grants. Some of the items (cell block) are disposable which need to be replaced. We also have detection equipment used to indicate if harmful smoke byproducts are in the air. In the Spring of 2025, the Maax amp Lithium battery fire caused a significant amount of smoke where detection equipment was used to set safety zones.

- * 4. Describe the process used to estimate costs in the budget.
- This is a tote of foam used by the Hazmat for training purposes. The foam trailer was from a prior grant used for the mobile foam operations and its refilling capabilities. Bid included is for two but SFD is only requesting 1 tote. This Bid was generated from our current supplier. Due to the large purchase amount, 3 bids are required prior to purchase.

Upload supporting documents

https://ecyeagl/IntelliGrants_BASE/_Upload/317369_959481-AllhandsSalesOrder_SO103973_1706283244306.pdf

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT

Organization: Spokane city of

SPPREG-2527-Spokane-00110

Uploads

Description

Boom and Accessories Estimate

Level A Radio Facepiece estimate

Chemical Identifier (Tax not on bid)

Upload

https://ecyeagl/IntelliGrants_BASE/_Upload/317373_884773-Boom Estimate.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317373_884825-MESBid.pdf

https://ecyeagl/IntelliGrants_BASE/_Upload/317373_884823-rigaku.pdf

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE CREATING CLIMATE COMMITMENT ACT COMPLIANCE FEES

Agenda Wording

The City of Spokane Public Works Division is proposing the creation of a new section of the Spokane Municipal Code adopting fees to be utilized for purchasing carbon allowances for compliance under the Climate Commitment Act.

Summary (Background)

Per RCW 70A.65.137, the Waste to Energy Facility is required to be a registered entity under the Climate Commitment Act and purchase carbon allowances to offset its emissions. The cost of these allowances is estimated to be \$3 Million/year. To generate this revenue, a \$2.75/month fee will be applied to all solid waste residential accounts, \$9.00/month to Commercial Accounts, and a \$9.00/haul fee applied to Commercial Roll Off Accounts in 2027 and 2028. This ordinance will adopt a new section 13.02.0529 to chapter 13.02 of the Spokane Municipal Code identifying these fees.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding 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?

This proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	AVERYT, CHRIS		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
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mmarroquin@spokanecity.org		aalbinmoore@spokanecity.org	

ORDINANCE NO. _____

AN ORDINANCE relating to the annual rates for utilities and the Climate Commitment Act, adopting a new section 13.02.0529, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City of Spokane utilizes waste-to-energy as a key component of its comprehensive solid waste management system, which provides disposal for 250,000 tons of municipal solid waste annually while generating enough electricity to power 13,000 homes; and

WHEREAS, a 2024 Department of Ecology lifecycle assessment study compared Spokane's WTE facility to three regional landfills, and using a 20-year Global Warming Potential, the WTE provides the greatest net reduction in GHG emissions compared to landfills; and

WHEREAS, nonetheless, the waste-to-energy system remains the only municipal solid waste system in the state of Washington that is subject to the Climate Commitment Act "Cap and Invest" costs, with compliance obligations under the CCA to begin in 2027; and

WHEREAS, in 2026, the Legislature passed and the Governor signed HB 2416, which supports the City's Waste to Energy Facility by reducing costs associated with Climate Commitment Act compliance for the Waste to Energy Facility by about \$14 million over the next four years; and

WHEREAS, despite this positive action, the City estimates it will need to pay CCA compliance costs totaling about \$3 million a year for 2027 and 2028; and

WHEREAS, the City's Solid Waste Utility has no choice but to raise funds from its ratepayers to cover the costs of compliance; and

WHEREAS, spreading out the costs over residential and commercial customers is the most equitable way to address this need; and

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That there is adopted a new section 13.02.0529 to chapter 13.02 SMC to read as follows:

Section 13.02.0529 – Washington State Climate Commitment Act Compliance Rates

- A. In order for the City to meet the requirements of the Climate Commitment Act in RCW 70A.65.137, the City hereby imposes a special fee on each solid waste customer in accordance with sub section B.
- B. Climate Commitment Act Compliance Rate applies to all solid waste customer accounts as follows:

Special Climate Commitment Act Fee	2027	2028
Residential Account	\$2.75/month	\$2.75/month
Commercial Account	\$9.00/month	\$9.00/month
Commercial Roll Off Account	\$9.00/haul	\$9.00/haul

- C. Revenues collected under this Ordinance shall be deposited into a separate account for the City's compliance with the Washington State Climate Commitment Act compliance obligations.

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistance City Attorney

Mayor

Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #

ORD C36813

Cross Ref #**Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SOLID WASTE RATE ORDINANCE FOR 2027 & 2028

Agenda Wording

The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for solid waste services.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's solid waste utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend the following sections of the Spokane Municipal Code Chapter 13.02, including 13.02.0100; 13.02.0106; 13.02.0224; 13.02.0232; 13.02.0236; 13.02.0304; 13.02.0306; 13.02.0310; 13.02.0316; 13.02.0328; 13.02.0336; 13.02.0338; 13.02.0352; 13.02.0354; 13.02.0402; 13.02.0404; 13.02.0500; 13.02.0502; 13.02.0504; 13.02.0506; 13.02.0508; 13.02.0510; 13.02.0512; 13.02.0514; 13.02.0518; 13.02.0520; 13.02.0522; 13.02.0528; 13.02.0552; 13.02.0554; 13.02.0560; 13.02.0561; 13.02.0562; 13.02.0563; 13.02.0568; and 13.02.0610; and adopting a new section 13.02.0564 to chapter 13.02 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding 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?

This proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	AVERYT, CHRIS		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
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mmarroquin@spokanecity.org		aalbinmoore@spokanecity.org	

ORDINANCE NO.

AN ORDINANCE relating to the annual rates for the solid waste utilities and services, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.02.0100; 13.02.0106; 13.02.0224; 13.02.0232; 13.02.0236; 13.02.0304; 13.02.0306; 13.02.0310; 13.02.0316; 13.02.0328; 13.02.0336; 13.02.0338; 13.02.0352; 13.02.0354; 13.02.0402; 13.02.0404; 13.02.0500; 13.02.0502; 13.02.0504; 13.02.0506; 13.02.0508; 13.02.0510; 13.02.0512; 13.02.0514; 13.02.0518; 13.02.0520; 13.02.0522; 13.02.0528; 13.02.0552; 13.02.0554; 13.02.0560; 13.02.0561; 13.02.0562; 13.02.0563; 13.02.0568; and 13.02.0610; and adopting a new section 13.02.0564 to chapter 13.02 of the Spokane Municipal Code.

City of Spokane does ordain:

Section 1: That SMC section 13.02.0100 is amended to read as follows:

Section 13.02.0100 Definitions

Term	Definition
<u>Automated service</u>	<u>Automated service means solid waste cart collection service with a side-loading collection vehicle.</u>
City	City means the City of Spokane.
Collection day	Collection day means the day of the week scheduled for municipal solid waste collection service to be provided to an area or premises.
Combined City utilities bill	Combined City utilities bill refers to the City of Spokane's form of combining billing for municipal water, sewer, and solid waste handling service charges in a single statement.
Construction, demolition, and land-clearing waste (CDL Waste)	Construction, demolition and land clearing waste (CDL Waste) means any combination of recyclable or nonrecyclable construction, demolition and land clearing waste that results from and is incidental to construction, remodeling, repair or demolition of buildings, roads or other structures, or from land

	clearing for development, and requires removal from the site of construction, demolition or land clearing.
Construction waste	Construction waste means wood, concrete, drywall/wallboard, masonry, roofing, siding, structural metal, wire insulation, carpet, carpet pad, metal or PVC pipe, porcelain plumbing fixtures, steel, insulation, and other building material; and plastics, Styrofoam, twine, baling and strapping materials, cans, buckets, and other packaging materials and containers. It also includes sand, rocks and dirt that are used in construction. In no event shall construction waste include dangerous or extremely hazardous waste of any kind, putrescible garbage, sewerage waste, animal carcasses or asbestos.
Customer	Customer is the person making arrangements or on whose behalf arrangements are made for solid waste collection service from the department, provided a letter of authorization delegating management of a customer's solid waste service is received and on file with their Utility Billing Account. - Because solid waste collection service is mandatory for all premises, "customer" further includes all owners and occupants of premises generating or accumulating solid waste. - Where arrangements have been made for billings to be sent to an address other than the premises served, "customer" further includes the addressee at such billing address.

Demolition waste	Demolition waste means solid, largely inert waste resulting from the demolition or razing of buildings, roads, and other man-made structures. Demolition waste consists of, but is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing and roofing paper, steel, and minor amounts of other metals, such as copper. Plaster (i.e., drywall, sheet rock, or plasterboard) or any other material or putrescible waste, other than wood, that is likely to produce gases or a leachate during the decomposition process, and asbestos wastes are not considered to be demolition waste for the purposes of this regulation.
Departments	Departments mean the Solid Waste Collection Department as defined in SMC 03.01A.450 for matters within its municipal departmental responsibility and the Solid Waste Disposal Department as defined in SMC 03.01A.470 for matters within its municipal departmental responsibilities.
Director	Director means the Director of Solid Waste Management for areas within Solid Waste Disposal Department and Solid Waste Collection Department functions, unless otherwise assigned, stated or indicated by context.
Flow Control	Flow control is the Spokane Regional Solid Waste System's authority to designate where municipal solid waste in Spokane is processed, treated, and disposed of.
Franchise Hauling Restrictions	The City prohibits a person from providing solid waste collection and disposal unless allowed by state law or pursuant to a City franchise agreement or contract. Additionally, the City prohibits private junk

	removal and hauling services involving the collection or hauling of solid waste, including construction, demolition and land clearing wastes otherwise offered by the City Solid Waste Collection and Disposal departments. Additional franchise hauling restrictions may be found in SMC 13.02.0204 .
Garbage	Garbage is solid and semi-solid putrescible, discarded materials such as kitchen, food, animal, and vegetable wastes.
Generator	Generator is any person originating solid waste. Generator also includes the owner and/or occupant of any premises on which solid waste originates or persists.
Health officer	Health Officer is the appointed health officer of the Spokane Regional Health District, an interlocal City-County agency established under the laws of the State of Washington or any equivalent successor official designated by the Mayor. The Director of Solid Waste Management may also exercise any health officer function for purposes of this chapter.
Incidental hauling	Incidental hauling is defined as less than thirty-three percent of the total bill for services and is an adjunct or secondary activity to the primary activity of demolition or construction activities.
Inert Waste	Inert Waste means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater.
Land clearing waste	Land clearing waste means natural vegetation and minerals, such as stumps, brush, blackberry vines, tree

	branches, and associated dirt, sand, tree bark, sod and rocks.
Permitted facility	Permitted facility is defined as a facility permitted by the State of Washington or the Spokane Regional Health District in accordance with chapter 70.95 RCW and the Spokane County Comprehensive Solid Waste Management Plan.
Person	Person in this chapter is an all-inclusive reference to any individual or group, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity.
Premises	Premises means a specific lot or area of real property served by the department or any such lot or area in general. Premises includes permanent and transient human dwellings and places of accommodation, commerce or recreation.
Premises with multi-unit dwellings	Premises with multi-unit dwellings means an area of one or more premises operating in whole or part under unified management or ownership with housing facilities for more than a single-family residence. Such facilities include duplex or multiplex dwellings, apartments, condominiums, trailer parks, or other accounts, including planned unit developments, where billed under a master meter arrangement for water service. Distinguished from this definition for purposes of requirements affecting premises with multi-unit dwellings are hotels, motels, hospitals, nursing homes, or other congregate-care or institutional facilities, which are generally served as a commercial-service account. <u>Premises with five or more dwellings are treated as commercial with</u>

	<u>regards to service edibility types and rates. Premises with two to four units are treated as residential with regards to service eligibility types and rates.</u>
Recyclable materials	Recyclable materials (or “recyclables” or “single-stream recyclables”) means materials which are source-separated from the general waste stream for recycling or reuse, as opposed to disposal, and accepted under a recycling program operated by the department. The Director of Solid Waste Management or their designee has the authority to adjust items included in the City’s recycling program or conditions for municipal acceptance, considering chapter 70.95 RCW or any other regulatory requirements, the Spokane County Comprehensive Solid Waste Management Plan, prevailing market conditions for the materials involved, and administrative convenience or efficiency.
Refuse	Refuse is non-putrescible discarded materials, such as rubbish, ashes, or other miscellaneous wastes.
<u>Semi-automated service</u>	<u>Semi-automated service means solid waste cart or one-yard through eight-yard dumpster collection with a rear-loading collection vehicle.</u>
Separated wastes	Separated wastes are discarded materials of a uniform content, quality or consistency approved by the City for acceptance as separated wastes. Different rates may apply for separated wastes. Types of separated wastes may change from time to time, depending on market conditions, operational efficiency and other factors, at the City’s discretion. Currently identified categories are:

Commented [RS1]: I know we don’t have any 8 yard rear loads but added just in case that changes in the future. Can change to 6 yard if necessary.

	((4)) <u>A</u>. Separated yard and garden waste, also referenced as “clean green” wastes; ((2)) <u>B</u>. ((e)) <u>O</u>ther composts; ((3)) <u>C</u>. ((b)) <u>B</u>aled refuse or refuse which has been tied in bundles for collection; ((4)) <u>D</u>. ((s)) <u>S</u>mall animal carcasses; ((5)) <u>E</u>. Demolition debris, which is materials such as concrete, brick, metals, wood, and glass such as resulting from the demolition of a building or other structure. ((6)) <u>F</u>. Waste tires - tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.
Solid Waste	Solid Waste (or “waste”) means all putrescible and non-putrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, per RCW 70.95.030 (22).
Specialized solid waste handling equipment	Specialized solid waste handling equipment is defined as: A. Front load waste collection vehicle; B. Rear load waste collection vehicle;

	C. Side load waste collection vehicle; D. Tilt-frame collection vehicle for the hauling of roll-off waste; containers or waste compactors; E. Private roll-off waste container; F. Intermodal container used for solid waste disposal; G. Container carrier truck or container delivery truck for the hauling of solid waste containers; or H. Solid waste containers for the collection of solid waste are one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.
Spokane County Comprehensive Solid Waste Management Plan	Spokane County Comprehensive Solid Waste Management Plan sometimes referenced as “Spokane Solid Waste Plan” or in shorter terms, means a plan prepared by Spokane County in cooperation with the City of Spokane and others pursuant to the requirements of RCW 70.95.080 guiding the City of Spokane’s goals and priorities for implementing and evaluating municipal solid waste management functions.
Transfer Station	Transfer Station is a permanent, fixed supplemental collection and transportation facility owned by Spokane County used by persons and collection vehicles to deposit solid waste into a larger transfer vehicle for transport to a permanent disposal site.
Waste-to-Energy Facility (WTE)	Waste-to-Energy Facility, also known as the Waste-to-Energy Plant, is the

	Spokane incinerator operated as a solid waste disposal and energy-recovery facility. The Waste-to-Energy Facility is part of the Department of Solid Waste Disposal and is overseen by the Director of Solid Waste Management.
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Section 2: That SMC section 13.02.0106 is amended to read as follows:

Section 13.02.0106 Collection Service – Kinds of Service

A. Collection services referenced in this chapter are identified in relation to:

1. style or capacity of container and associated department collection vehicles and equipment: “commercial/residential” and “automated/semi-automated” service. In limited circumstances, as permitted by the director, an account may be served manually, i.e., without direct assistance of equipment;
2. time shift services are provided: “(~~Day/Night/Early~~—Day) Early Day/Day/Downtown Core” service;
3. pickup location: “Alley/curb/rollout”; and
4. recycling based upon use of premises: “Residential-use/nonresidential-use” premises.

B. Commercial/Residential Service.

Solid waste collection service to premises is classified as “residential” or “commercial” based upon the type of container determined to serve said premises by director, considering the nature and quantity of solid waste generated, the public health and safety, and business and administrative convenience and efficiency.

1. “Commercial service” is provided with larger capacity containers, which include one- to (~~six~~) eight-cubic-yard dumpsters, front or rear loaded, and twenty- and thirty-cubic-yard rolloff containers. Such containers are supplied by the department.
 - a. “Commercial service” further includes compactor container service. Customers may supply containers for compactor service, ranging from one - to forty-cubic-yard capacity, subject to approval by the department for compatibility with collection vehicles.

- b. Commercial-service containers are associated with business and commercial customer needs, although larger multi-unit residential premises sometimes also use them.
 - c. Similar commercial-capacity containers, except compactors, are used for general-mixed solid waste and recyclable materials.
 - d. One-yard rear load dumpsters are only available in the downtown core service area ~~((for night collection))~~, unless approved by the director on a case-by-case basis.
2. "Residential service" is provided with automated carts in different sizes. This service is for residential customer general-mixed solid waste and recyclable needs.
- a. Oversized containers will be billed extra.

C. Automated/Semi-automated Service.

"Automated service" is collection service provided with an automated side-loading collection vehicle, generally with a single operator ~~((and collection vehicle))~~. It is distinguished from "semi-automated service", which uses a ~~((different))~~ semi-automated rear loading collection vehicle, and generally operated with ~~((and occasionally))~~ a two-person crew. Most residential ~~((and commercial))~~ service is automated service.

D. Early Day/Day/Downtown Core ~~((Day/Night/Early Day))~~ Service.

Collection services are provided in three time shifts.

- 1. "Day" service starts at six a.m.
- 2. "Early day service starts at five a.m.
- 3. ~~((Night))~~ Downtown Core service is from ~~((ten p.m.))~~ four a.m. to ~~((six thirty a.m.))~~ twelve-thirty p.m.

E. Alley/Curb/Rollout Service.

"Alley", "curb" or "rollout" service refers to the service pickup location of the container for the area or premises served,

- 1. "Alley service" means the department collects from areas located in or along alleys. It is provided for some residential and commercial container service.
- 2. "Curb service" means collection at the curb of the public right-of-way adjacent to the premises served, including adjacent sidewalk area.

3. "Rollout service" means that the collector must retrieve the carts from a location more than two feet from the vehicle access point for automated service, or more than six feet from the vehicle access point for semi-automated service areas.

The director determines which locations are best suited for alley or curb pickup, and the specific location for such pickup, based upon considerations of vehicle access, site-specific conditions and operational efficiency and convenience. For residential areas, curb pickup is used unless otherwise ordered by the director.

All containers, for all waste stream types, will be picked up in the same designated location, with the exception of commercial service.

4. Residential or Curbside and Nonresidential Recycling Collection Service.

Recycling service is classified based upon the style of container. "Residential" recycling service, also sometimes referenced as "residential curbside" recycling service, is offered to those premises primarily used for human occupancy ("residential-use premises") and using City-provided automated refuse carts for disposal of household trash. Other customers may use or be required to use commercial-style containers for the convenience and efficiency of the customer or the department.

Section 3: That SMC section 13.02.0224 is amended to read as follows:

Section 13.02.0224 Abatement of Public Nuisance

Failure of an owner or occupant of any occupied premises to receive weekly solid waste collection service is declared to be a public nuisance, as a condition tending to promote the breeding of vermin and spread of disease.

- B. Notwithstanding any other provision of this chapter, and in addition thereto, the maintenance of any condition upon premises creating or tending to create a risk to the public health or safety, specifically including but not limited to the accumulation of solid waste, including garbage, refuse, or any malodorous, unhealthful, flammable, or putrescent materials on premises shall constitute a public nuisance and, in the discretion of the fire inspector, building official, code enforcement official, health officer, or director shall be susceptible to abatement by the City, with or without prior notice, at the expense and liability of the premises owner and/or the person causing or maintaining the same.

- C. Costs of abatement of any nuisance as above defined are declared to be part of municipal solid waste collection and disposal service which may be billed as a utility service to the premises where the condition arose or exists. This section shall not limit the City or premises owners rights to seek recovery against other responsible persons.

Commented [RS2]: Used 3.25% increase on this section.

D. The costs of abatement by the City include, but are not limited to, personnel and equipment costs, both direct and indirect, costs incurred in documenting the violation; hauling, transportation, and disposal expenses; filing fees; and actual expenses and costs of the City in preparing notices, specifications, and contracts, and in accomplishing and/or contracting and inspecting the work; the costs of any required printing or mailing; and any others costs to provide collection and disposal service.

1. Notice of Violation – Service Charge.

Failure to remedy a nuisance condition listed under this chapter that results in abatement by the City after a notice of violation has been provided will result in ~~a two-hundred-and-fifty-dollar fee~~ to defray administration costs related to providing solid waste collection and disposal services.

Commented [RS3]: Didn't change this amount. Seems to have been left the same for many, many years.

2. Abatement – Minimum Service Charge.

The required number of personnel for an abatement will be at the discretion of the director or code enforcement supervisor, and will be billed at a half-hour minimum for travel to the premises and abatement of the nuisance. In addition, time required to transport and dispose of abated materials will be based on a half-hour minimum. Additional time will be billed at quarter hour increments.

- a. For travel time and abatement labor charges, the service charge will be billed at a half hour minimum.
 - i. Service charge for one half-hour under this section: ~~((Two hundred thirty-two dollars seventy-one cents))~~ Two hundred forty dollars twenty-seven cents
 - ii. Service charge for each additional quarter-hour: ~~((One hundred sixteen dollars thirty-six cents))~~ One hundred twenty dollars fourteen cents
 - iii. Service charge for each additional personnel will be billed:
 - A. ~~((ninety-seven dollars and eighty-three cents))~~ one hundred one dollar and one cent per hour for a Laborer I and ~~((one hundred nineteen dollars thirty-seven cents))~~ one hundred twenty-three dollars twenty-five cents per hour for a Laborer II, or
 - B. ~~((forty-eight dollars ninety-two cents))~~ fifty dollars and fifty one cents per half-hour for a Laborer I and ~~((fifty-~~

~~nine dollars sixty-nine cents~~) sixty-one dollars sixty-three cents for a Laborer II, or

C. (~~twenty-four dollars forty-six cents~~) twenty-five dollars twenty-five cents per quarter-hour for a Laborer I and (~~twenty-nine dollars eighty-four cents~~) thirty dollars eighty one cents for a Laborer II.

- b. For transporting solid waste to the proper disposal facility; the service charge will be billed at a half-hour minimum.
 - i. Service charge for one-half hour under this section: (~~One hundred eight dollars sixty cents~~) One hundred twelve dollars thirteen cents.
 - ii. Service charge for each additional quarter-hour: (~~One hundred eight dollars sixty cents~~) One hundred twelve dollars thirteen cents.
- c. In addition to the labor and equipment charges, there is added to this section a charge for waste disposal: Waste disposal rates pursuant to SMC 13.02.0528(C).

Section 4: That SMC section 13.0232 is amended to read as follows:

Section 13.02.0232 Deposits – Mandatory Combined Billing

- A. The utilities billing division or director may order a deposit as a condition of initiating, continuing or restoring any service where it appears, in their discretion, there is a risk of nonpayment or underpayment or as permitted by 11 U.S.C. Section 366 or any other applicable law.
- B. Solid waste collection service, including recyclable materials, must be billed on a combined City utilities bill except upon written department approval.
 - 1. Where premises are not served by City water service or where an account is not otherwise included on a combined City utilities bill, such as a “refuse-only” account, the customer is required to tender a deposit of Five Hundred Dollars (\$500.00) to the department (~~or an amount equal to the estimated cost of the service to be provided as determined by the department~~) or an amount equal to two months of estimated service charges, whichever is greater. Customer needs to contact My Spokane 3-1-1 or Utilities Billing to request this refund.

Section 5: That SMC section 13.02.0236 is amended to read as follows:

Section 13.02.0236 Refuse-only Accounts

Most premises in the City are billed through a combined City utilities bill. For premises not served with City water or sewer service, the billing is described as a "refuse-only" account. "Refuse-only" account customers must contact Spokane 311 for prior approval to initiate a refuse-only account. Refuse only accounts require a deposit as defined in SMC 13.02.0232.

Commented [RH4]: Add hyperlink

Section 6: That SMC section 13.02.0304 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 of vacancies.
- C. Service suspensions for less than fourteen (14) days are not granted.
- D. Customers are further required to notify Spokane 311, the city's centralized customer service center, of any changes in service needs. Requests received by 2:00 p.m. may be scheduled for the next business day; requests received after 2:00 p.m. will be moved to the following business day. Weekend requests are treated as being received on Monday. Cart deliveries, bring ins and exchanges are scheduled for the customer's next collection day. All requested dates are based on operational availability.
- 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 their designee.

Section 7: That SMC section 13.02.0306 is amended to read as follows:

Section 13.02.0306 Days of Service – Holidays

- A. Collection services are provided Monday through Friday except during holidays.
 - 1. Disposal facilities are open seven days a week, except holidays.
 - 2. Saturday collection occurs only for Friday holiday make-up service.
 - 3. There is no regular Saturday or Sunday collection except as may be ordered by the director.
 - 4. Saturday and Sunday collection may be billed as an "extra" service in accord with administrative needs.

5. Weekly collection service is generally scheduled for the same weekday for specific premises or areas but is subject to modification by the director as may be required for efficient operation of the department.

~~((6. Downtown night service is not affected by holidays.))~~

There are six departmental holidays:

1. New Year's Day,
2. Memorial Day,
3. Independence Day,
4. Labor Day,
5. Thanksgiving Day, and
6. Christmas Day.

When a holiday occurs, the regular collection weekday for service is one day later for holiday make-up service, starting the day after the holiday. Where a holiday falls on a Sunday, Monday is taken as the holiday. Holiday scheduling is adjustable by the director.

Section 8: That SMC section 13.02.0310 is amended to read as follows:

Section 13.02.0310 Collection Schedule – Container Placement Deadlines

A. Collection services are scheduled in three work shifts:

1. ~~((Night))~~ Downtown Core Service Schedule.

Collection occurs after ~~((ten))~~ four ~~((a.m.))~~ until ~~((six))~~ twelve-thirty ~~((a.m.))~~ p.m. of the collection day.

~~((a. For purposes of reference, the collection day for night service is reckoned as that calendar day that starts before midnight, although the night shift actually continues into a new calendar day after midnight.))~~

~~((b))~~ a. Downtown core service schedule is only for the central city collection area.

~~((c.))~~ b. Some containers are placed out in right-of-way areas for collection.

~~((d-))~~ c. The deadline for container placement for pickup is eight p.m.

~~((e-))~~ d. After collection, containers must be returned to their regular storage area promptly, but no later than seven a.m. or two hours after collection by the department, whichever occurs last.

~~((f-))~~ e. The above rules apply to both refuse and recycling containers.

2. Early Day Schedule.

Collection occurs any time after five a.m. of the collection day.

a. Early day schedule is primarily for commercial container customers outside the central city collection area.

b. The deadline for all commercial container placement for pickup is five a.m.

c. After collection, containers must be returned to their storage area promptly, but no later than two hours after collection by the department.

d. The above rules apply to both refuse and recycling containers.

3. ~~((Regular))~~ Day Schedule..

~~((Regular-day))~~ Day schedule is primarily for residential automated cart customers outside the central city collection area.

a. The deadline for container placement for pickup is six a.m.

b. Collection occurs any time after six a.m. of the collection day.

c. After collection, containers not regularly stored at the container pickup location must be removed from the pickup location and returned to their regular storage area, out of general curbside, sidewalk or pickup area visibility promptly, but no later than nine p.m. in the evening of the collection day.

B. Collection times for recycling are the same as general mixed solid waste, unless different specific arrangements are made with the customer, except residential recycling customers (single-family and multi-unit dwellings) served by the ~~((night schedule))~~ downtown core service schedule for general solid waste will receive early day service for recycling pickup.

1. Said residential customers must have recycling containers at the collection pickup location no later than six a.m. of the collection day.
2. All containers must be removed from the curb by nine p.m. in the evening of the collection day.
- C. Carts must be placed in a secure location after collection; customers who fail to comply are responsible for damage, arson, missing carts, and/or illegal dumping in and around carts.

Section 9: That SMC section 13.02.0316 is amended to read as follows:

Section 13.02.0316 Customer Responsible to Accommodate Departmental Collection Vehicle and Equipment Weight, Clearance Needs

- A. Customers are responsible to make premises conditions suitable for departmental vehicles and equipment.
 1. Department collection vehicles and equipment providing service for residential-capacity containers such as automated carts weigh up to twenty-nine tons loaded and require an access route of a minimum of twelve feet wide to the container pickup location. Height clearance requirements are a minimum of fourteen feet.
 2. In addition, the premises site must have adequate access to permit vehicle turn-around.
 3. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.
- B. Department collection vehicles and equipment providing service for residential capacity automated carts, dumpster containers (one to ~~((six))~~ eight cubic yards), rolloff containers (with a capacity greater than ten cubic yard drop boxes or rolloff compaction units) weigh up to twenty-nine tons loaded and require access route and conditions as minimum as provided in subsection (A) of this section.
 1. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.
 2. Absent prior approval, an accessible site shall require a paved street or alley, with at least twelve feet unobstructed width and without overhead obstructions to allow at least fourteen-foot overhead clearance.

3. Additionally, the access shall not be so steep as to preclude safe vehicle access, as determined by the director.

Section 10: That SMC section 13.02.0328 is amended to read as follows:

Section 13.02.0328 Overweight Commercial Container – Volume Overloading Containers Forbidden

- A. Loading containers beyond volume or weight capacities is prohibited. Loading containers in a manner which is unstable or likely to cause damage to the collection vehicle, container, create a litter condition or impede collection is prohibited.
 - 1. Overloading containers occurs when the container weight capacity is exceeded or when objects project outside the container.
 - 2. In addition, loading shall be weight-centered in the base of the container.
 - 3. Also, customers shall drain containers so that they are essentially liquid-free.
 - 4. Not by way of limitation, an overload, cleanup or extra work fee may also be assessed for overloaded or improperly loaded containers.
 - 5. If a container is overfilled, overweight, unevenly loaded, leaking, or otherwise unsafe to haul, the department has the right to decline collection until the customer has made all corrections and the department has determined that the container is safe to haul. Once the container has been serviced, additional charges may be assessed including, but not limited to, an overweight surcharge, a return trip, wait time, and/or labor as set forth under various provisions in SMC 13.02.
- B. Customers are advised that the City has no on-site, immediate means of determining weights of filled containers at the pickup site and customers are responsible to familiarize themselves with the container weight limits set forth in this chapter, and to avoid overloading containers.
- C. Overweight Commercial Container Surcharge.
 - 1. For commercial containers, a rate surcharge of two hundred dollars is added to the regular bill to cover costs of equipment wear and tear from a customer overload.
 - 2. In the event this occurs for a given account more than once in a twelve-month period, the surcharge is five hundred dollars per instance thereafter in the same twelve-month period.

3. If City equipment is actually damaged or the department incurs other costs or losses, they may be billed to the customer, with credit given for any amounts paid.
4. These costs are in addition to a charge for the cost of solid waste collection service to the container involved at the maximum applicable rate for said style of container.
5. The customer shall further be charged the cost of any tickets or any other fines or penalties which departmental vehicles receive as a consequence of being overloaded on the public right-of-way.

Section 11: That SMC section 13.02.0336 is amended to read as follows:

Section 13.02.0336 Residential Containers

- A. Only premises generating solid waste of a nature and quantity typical for residential households are eligible for service with residential style automated carts.

1. If waste is business generated (i.e. daycare or at home business), at a residential property, the service may be considered commercial and billed accordingly.

- B. Premises approved by the director as eligible for residential service may use the following containers for mixed municipal solid waste:

1. Automated Cart Service.

Automated carts are available in three sizes:

- a. Thirty gallons (equivalent to a regular garbage can);
- b. Sixty gallons (equivalent to two regular garbage cans); and
- c. Ninety gallons (equivalent to three regular garbage cans).

C. A single-family residence may choose commercial dumpster service instead of a residential automated cart, subject to department approval. Commercial rates do not include recycling at no additional charge, therefore a residential customer utilizing a commercial dumpster will be charged for their recycling services in addition to their solid waste dumpster.

- ((C)) D. Recyclable materials carts have a sixty or ninety gallon capacity. Larger volume service may be furnished with larger commercial-capacity containers.

Section 12: That SMC section 13.02.0338 is amended to read as follows:

Section 13.02.0338 Commercial Containers

- A. Premises not eligible for service with residential containers are served by commercial-capacity containers. All containers except compactor units are supplied by the department. Where premises generate more than sixty cubic yards per week, minimum size service is a rolloff container of twenty-cubic-yard capacity.
- B. No more than three automated refuse carts are allowed at any one pickup site. If the customers' needs exceed this level, then, space permitting, minimum size service is a two-cubic-yard dumpster, with enclosure. In individual cases, the director may adjust this policy, by customer request.
- C. Approved commercial containers are:
 - 1. dumpster service, provided in capacities of one-, two-, three-, four-, ~~((and))~~ six-, and eight cubic-yard dumpsters. Dumpster design may be front loader or rear loader, depending upon the method of emptying the containers;
 - 2. rolloff service, provided in capacities of twenty- and thirty-cubic-yards;
 - 3. small compactor service. Customer purchases unit and container, from one- ~~((two-))~~ to four-cubic-yard capacity. All compactor units must be approved by the director as compatible for use with departmental equipment, including compatibility with equipment safety limitations;
 - 4. large compactor service. Customer purchases unit and container, from ten- to forty-cubic-yard capacity. All compactor units must be approved by the director as compatible for use with departmental equipment, including road weight limitations;
 - 5. recyclable containers. Commercial-service containers for separated recyclables are available in the same capacities as for general mixed-solid waste. The same general conditions apply as for general mixed-solid waste containers. Commercial solid waste dumpster rates do not include recycling at no additional cost.

Section 13: That SMC section 13.02.0352 is amended to read as follows:

Section 13.02.0352 Commercial Container Site Location Requirements

- A. No permanent dumpster will be delivered until all conditions have been met.
 - 1. A certificate of occupancy or other departmental approval likewise will not be signed until on-site inspection confirms compliance with this chapter. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.

- a. Note that for customer convenience other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.
 2. The department reviews each application and reserves the right to modify the requirements herein or impose additional requirements in the interest of safety, aesthetics and the efficient operation of the department.
 - a. Because this is a site-specific determination by the department, all customers must obtain specific written approval from the director or designee before construction begins;
 3. All damage caused by the site requirements not being met as stated in this section are the sole responsibility of customer and/or property owner.
- B. General conditions to be met:
1. Container to be placed on a firm surface pad of concrete or asphalt at least four inches thick. Use of asphalt is discouraged. Customers are cautioned that asphalt surfaces may sink or become uneven or unserviceable. Use of asphalt is at the customers' sole risk.
 - a. If customer generates food or putrescible wastes, conditions for a drain and running water requirements are listed in SMC Section 13.02.0322.
 2. Said container site must have adequate lighting and any other improvements determined necessary by the director of solid waste management and Spokane County health district.
 3. The surrounding site-obscuring fence must be a minimum of six feet tall with sturdy gates.
 - a. The gates must be of construction and design to rest in an open position during pickup so they do not swing shut upon City equipment or personnel.
 - b. Each gate must include - some sort of latch mechanism to ensure both sides of the gate remain open during entry, dumping process and exit.
 - c. Each gate must open more than 120 degrees for vehicle maneuvering.
 - d. When gates are open, they cannot block lanes of travel, fire lanes, ADA parking stalls or aisles.

- e. a sturdy, reliable backstop to prevent damage to back enclosure wall.
4. Customers must provide access and turning space for departmental vehicles. These requirements include:
- a. Space for a collection vehicle turning radius of a minimum of forty-five feet or equivalent vehicle clearance or access if the collection vehicles perform a hammerhead maneuver.
 - i. As used herein, the term "hammerhead" defines a backup pattern of a collection vehicle in the shape of the letter "T";
 - b. collection vehicle backup allowance requirement of fifty feet;
 - c. enclosures housing containers must include space to allow an approach for department collection vehicles sufficient for vehicle ingress and egress.
 - d. all collection vehicle access routes must have at least fourteen feet vertical height drive clearance and dump clearances of twenty-five feet.
 - i. Customers are required to remove any vertical height lines or obstacles.
 - ii. No overhang or roof extending over the enclosure.
 - iii. all maneuvering must be done on site. No backing out onto streets.
5. An apron or curb cut must be available or provided for departmental use, provided at the customer's expense.
- a. Department collection and delivery vehicles are not designed to "jump" curbs. Where such maneuver occurs as a result of customer failure to provide proper apron or curb cut for vehicle access, the customer is responsible for any damage caused and must pay all costs of curb replacement and repair.
6. Nothing may be stored in the enclosure other than City-~~((owned))~~ approved containers.
- a. This includes waste oil/grease buckets, loose cardboard or pop and milk crates.
 - b. The City will not repair any damages incurred to an enclosure when it is improperly used for storage.

7. Customers responsible to maintain and clean their enclosure.

- C. Enclosure dimensions for one to eight-cubic yard dumpster must meet the following requirements:
1. An enclosure to include one commercial container for refuse only must be twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet.
 2. An enclosure to include one commercial container for refuse and to include up to three (3) 90-gallon recycling carts, must be seventeen feet wide by ten feet deep (interior dimensions) with a clear width opening of seventeen feet.
 3. There are three options for enclosures with two commercial containers
 - a. Option A – An enclosure which is twenty feet wide by ten feet deep (interior dimensions) with a clear width opening of twenty feet
 - b. Option B – An enclosure which is twenty-five feet wide by ten feet deep (interior dimensions) with TWO clear width openings of twelve feet each.
 - c. Option C – Two separate enclosures which are twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet each.
- D. If an enclosure is necessary for a roll off container or compactor, it must meet the following requirements:
1. An enclosure for a roll off container or compactor must have a minimum of a thirteen feet clear width opening.
 - a. The depth of the compactor enclosure would depend on the compactor purchased.
 - b. The depth for a roll off container must have a minimum of twenty-five feet.
 2. A minimum of thirty inches of walking space must be provided on all sides.
 3. Full length guide rails and a secure backstop is required. The department can provide standard specs. Please call (509) 625-7871 to obtain.
- E. No temporary containers will be delivered until the following conditions are met:

1. Roll off containers can only be placed after an on-site inspection to ensure that space requirements are fulfilled.
 - a. Generally, a container will not be placed in the street, in the parking strip, on the sidewalk, or in a handicap parking stall or fire lane.
 - b. If a customer requires a temporary container to be placed in the street, an obstruction permit must be obtained from, and receipt confirmed by the engineering division or equivalent office at (509) 625-6999 prior to delivery.
 - c. Container delivery vehicles cannot "jump" curbs.
2. Additional site conditions and requirements as outlined in Solid Waste Collection's Temporary Dumpster Information, Special Instructions & Regulations, and Damage Release Form must be met. Conditions and requirements in listed documents are subject to change. A completed and signed Damage Release Form is required to be on file before temporary containers are placed.

Section 14: That SMC section 13.02.0354 is amended to read as follows:

Section 13.02.0354 Container Weight Limits

Maximum permissible container weight, meaning total gross weight of a loaded container, including the container and contents, in pounds is:

A. Residential.

1. Thirty-gallon automated carts: Two hundred fifty pounds.
2. Sixty-gallon automated carts: Two hundred fifty pounds.
3. Ninety-gallon automated carts: Two hundred fifty pounds.

B. Commercial.

1. One-cubic-yard dumpster: Five thousand pounds.
2. Two-cubic-yard dumpster: Five thousand pounds.
3. Three-cubic-yard dumpster: Five thousand pounds.
4. Four-cubic-yard dumpster: Five thousand pounds.
5. Six-cubic-yard dumpster: Five thousand pounds.

6. Eight-cubic-yard dumpster: Five thousand pounds.

((6)) 7. Twenty-cubic-yard rolloff: Twenty thousand pounds.

((7)) 8. Thirty-cubic-yard rolloff: Twenty thousand pounds.

((8)) 9. Small compactor, from one cubic-yard capacity up to six-cubic-yard capacity: Six thousand pounds.

((9)) 10. Large compactor, from ten- to forty-cubic yards: Twenty thousand pounds.

Section 15: That SMC section 13.02.0402 is amended to read as follows:

Section 13.02.0402 Recycling Containers to be Used

- A. Containers for recycling-collection service must be approved by the director as sufficient and suitable to serve the generating premises needs, consistent with departmental operations and convenience. Approved containers are automated carts. The automated carts containing recyclable materials are a distinctive color (blue) from the carts used for general-mixed solid waste (brown or gray), and from the carts used for clean green yard waste (green). Larger volume customers may also use commercial-size containers upon approved arrangements with the department.
- B. For residential-use premises, the department supplies one ninety gallon automated cart. Anyone requesting an additional cart will be charged an additional monthly rate.

Section 16: That SMC section 13.02.0404 is amended to read as follows:

Section 13.02.0404 Recycling – Residential-use Premises – Nonresidential-use Premises

- A. The department is required to offer minimum levels of residential curbside recycling collection service to all residential-use premises, consistent with the requirements of chapter 70.95 RCW and the Spokane solid waste management plan, to encourage recycling and reduce the amount of waste generated.
 - 1. ~~((For premises using residential-style)) Residential premises using residential style automated carts, ((or equivalent service, a minimum recycling service of)) will receive one recycling cart ((is)) included with their service at no additional cost.((mandatory and will be charged whether or not used. This fee is already included in the basic monthly billing for regular solid waste service.))~~

- a. This provision includes premises with four or less units using the residential style automated carts.
- 2. For premises with five or more multi-unit dwellings, an approved recycling container of greater volume may be required to be used, depending on the level of service need for the account, as determined by the director.
- B. Nonresidential-use premises may choose to receive service with or without ((additional)) recycling. All customers are encouraged to participate in the department's recycling program.
 - 1. In addition to participation in the residential recycling program, for nonresidential-use premises, the department offers reduced rates for recyclables.
- C. Recyclable collection service for rolloff containers is charged as provided in [SMC 13.02.0550](#).

Section 17: That SMC section 13.02.0500 is amended to read as follows:

Section 13.02.0500 Residential Service Schedule

- A. Rates are stated for monthly billing, with once weekly collection of solid waste; once every two weeks collection of recycling.
- B. Automated carts are billed on a per-each basis. Multiple carts will be dumped on the same day/same trip unless excepted by the director.
- C. Where service is provided more frequently than weekly or customer requests additional pickup, monthly rate is multiplied by number of collections per week.
 - ~~((D. For planned unit developments (PUD) or similar areas with free-standing residences billed as a single utility account as one customer, the level of service is set annually and billed thereafter in equal monthly installments. The monthly bill is established as follows:~~
 - ~~1. All occupied residences are included as generating solid waste.~~
 - ~~2. For purposes of this section, "occupied" means as stated in SMC 13.02.0300(A).~~
 - ~~3. Each year in June, or other month as set by the director, a count of occupied residences is established by the department.~~

4. ~~The number of automated carts determined necessary for an adequate service level is then set based upon the number of occupied residences, with a ten percent deduction to offset seasonal fluctuations.~~
5. ~~This method recognizes that from month to month the number of actually physically occupied units may fluctuate within the entire PUD.~~
 - a. ~~Because of the nature of the one customer account billing, however, no credit or offset in billing practices can be made for temporary vacancies.~~
 - b. ~~The occupancy level for billing purposes is established annually.~~
 - c. ~~Any adjustments are subject to the director's approval, provided no payments or adjustments are made with individual residences, considering the entire PUD account is billed as a single account.))~~

Section 18: That SMC section 13.02.0502 is amended to read as follows:

Section 13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.
 1. Single-family residential premises or equivalent are presumed to require service of at least one thirty-gallon automated cart.
- B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.
- C. Adjacent Service.

Container pickup location is up to two feet from vehicle access point for automated service or six feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than six feet from the pickup location will be charged for rollout at rates specified hereafter.

Residential Automated Cart Service	Monthly Amount		
	((2026))	<u>2027</u>	<u>2028</u>
20 gallon (Discontinued)	(((\$21.01))	<u>\$21.69</u>	<u>\$22.40</u>

30 gallon	~~(\$24.96)~~	<u>\$25.96</u>	<u>\$27.00</u>
60 gallon	~~(\$45.20)~~	<u>\$47.23</u>	<u>\$49.12</u>
90 gallon	~~(\$66.01)~~	<u>\$68.16</u>	<u>\$70.37</u>

~~((D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of))~~

~~((2026))~~
~~(\$5.85)~~

~~((E))~~ D. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
Container pickup location from collection vehicle access (in feet).			
2 feet (Automated) / 6 feet (Semi- automated) to 50 feet	~~(\$19.98)~~	<u>\$20.63</u>	<u>\$21.30</u>
More than 50 feet to 100 feet	~~(\$39.89)~~	<u>\$41.19</u>	<u>\$42.52</u>
More than 100 feet to 150 feet	~~(\$59.81)~~	<u>\$61.75</u>	<u>\$63.76</u>
More than 150 feet to 200 feet	~~(\$79.74)~~	<u>\$82.33</u>	<u>\$85.01</u>

~~((F))~~ E. Extra/additional items and extra automated cart dumping charges.

- Occasional, infrequent extra waste material (boxes, bags, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons and up to 85 pounds; items in excess of 30-35 gallons and more than 85 pounds will be charged a higher fee.
- Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

Extras	~~((2026))~~	<u>2027</u>	<u>2028</u>
Additional items (per item)			
Adjacent service	~~(\$5.85)~~	<u>\$6.04</u>	<u>\$6.24</u>
Rollout service	~~(\$7.39)~~	<u>\$7.63</u>	<u>\$7.88</u>
Extra automated cart dumping charges			
30 gallon	~~(\$6.25)~~	<u>\$6.45</u>	<u>\$6.66</u>

60 gallon	~~((\$11.29))~~	<u>\$11.66</u>	<u>\$12.04</u>
90 gallon	~~((\$16.50))~~	<u>\$17.04</u>	<u>\$17.59</u>
Contaminated recycling cart	~~((\$16.50))~~	<u>\$17.04</u>	<u>\$17.59</u>
Contaminated yard cart	~~((\$16.50))~~	<u>\$17.04</u>	<u>\$17.59</u>

((G)) F. Overloaded/Overweight/Oversize Containers.

1. Overloaded

Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((\$5.85))~~	<u>\$6.04</u>	<u>\$6.24</u>

2. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((\$5.85))~~	<u>\$6.04</u>	<u>\$6.24</u>

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.
- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

((H)) G. No credit given for extra/additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 19: That SMC section 13.02.0504 is amended to read as follows:

Section 13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on the size of dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

Commercial Service Rates	Monthly Amount		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
Dumpster service			
1 cubic yard	~~(((\$134.03))~~	<u>\$142.07</u>	<u>\$150.60</u>
2 cubic yard	~~(((\$268.02))~~	<u>\$278.74</u>	<u>\$289.89</u>
3 cubic yard	~~(((\$402.07))~~	<u>\$410.11</u>	<u>\$414.21</u>
4 cubic yard	~~(((\$536.10))~~	<u>\$546.82</u>	<u>\$552.29</u>
6 cubic yard	~~(((\$804.12))~~	<u>\$820.20</u>	<u>\$828.40</u>
8 cubic yard		<u>\$956.90</u>	<u>\$966.47</u>
Dumpster lockbar for front-load dumpsters installation fee	~~(((\$134.76))~~	<u>\$139.14</u>	<u>\$143.66</u>

B. Extra permanent commercial container dumping charges

	<u>2027</u>	<u>2028</u>		
Extra commercial container dumping charges				
1 cubic yard	<u>\$31.98</u>	<u>\$33.02</u>		
2 cubic yard	<u>\$63.95</u>	<u>\$66.03</u>		
3 cubic yard	<u>\$95.93</u>	<u>\$99.05</u>		
4 cubic yard	<u>\$127.91</u>	<u>\$132.06</u>		
6 cubic yard	<u>\$191.86</u>	<u>\$198.09</u>		
8 cubic yard	<u>\$255.81</u>	<u>\$264.12</u>		

Section 20 That SMC section 13.02.0506 is amended to read as follows:

Section 13.02.0506 Commercial Service Rates – Rolloffs

Commented [RS5]: 2026 rate is \$30.97 per yard. I used \$247.76 for 8 yard as the base point and used a 3.25% multiplier.

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department. In addition to haul fee and disposal tonnage, there is a monthly rental charge per container.

<u>Monthly Rental</u>	<u>2027</u>	<u>2028</u>
<u>10 yard</u>	<u>\$112.00</u>	<u>\$115.64</u>
<u>20 yard</u>	<u>\$122.00</u>	<u>\$125.97</u>
<u>30 yard</u>	<u>\$132.00</u>	<u>\$136.29</u>

- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

<u>Pickup Hauling Fee</u>	<u>((2026))</u>	<u>2027</u>	<u>2028</u>
<u>Loose solid waste</u>	<u>(((\$190.97))</u>	<u>\$200.52</u>	<u>\$210.54</u>
<u>Compacted solid waste</u>	<u>(((\$225.96))</u>	<u>\$237.26</u>	<u>\$249.12</u>

- C. Minimum charge is one haul every 30 days whether container is hauled or not unless the director determines weekly service is necessary because of inclusion of putrescible materials.

- D. When a request is made to retrieve an empty rolloff or a rolloff is removed/brought in without a disposal haul, a haul fee equal to 50% of the regular pickup haul fee will be charged. This does not waive any minimum rate or service charges that may have already accrued.

Commented [RS6]: Okay amount??? This is what we charge for rejected SSR loads that have to go to a 2nd location (i.e. WTE).

Section 21 That SMC section 13.02.0508 is amended to read as follows:

Section 13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:
1. To avoid container damage, location changes are to be made by the department.
 2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

<u>((2026))</u>	<u>2027</u>	<u>2028</u>
<u>(((\$40.44))</u>	<u>\$41.75</u>	<u>\$43.11</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.
- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.
 1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

<u>((2026))</u>	<u>2027</u>	<u>2028</u>
<u>(((\$40.44))</u>	<u>\$41.75</u>	<u>\$43.11</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.
- C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

<u>((2026))</u>	<u>2027</u>	<u>2028</u>
<u>(((\$21.05))</u>	<u>\$21.73</u>	<u>\$22.44</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 22 That SMC section 13.02.0510 is amended to read as follows:

Section 13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

- A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable haul fee and tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on the size of the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

Commercial Compactors	Monthly Amount		
	<u>((2026))</u>	<u>2027</u>	<u>2028</u>

Compactor service			
1 cubic yard	~~((259.00))~~	<u>\$269.36</u>	<u>\$280.13</u>
2 cubic yard	~~((518.01))~~	<u>\$538.73</u>	<u>\$560.28</u>
3 cubic yard	~~((777.00))~~	<u>\$792.54</u>	<u>\$800.47</u>
4 cubic yard	~~((1,036.00))~~	<u>\$1,056.72</u>	<u>\$1,067.29</u>
5 cubic yard	~~((1,294.99))~~	<u>\$1,320.89</u>	<u>\$1,334.10</u>
6 cubic yard	~~((1,553.97))~~	<u>\$1,585.05</u>	<u>\$1,600.90</u>

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes disconnecting any power, disconnection and securing any hydraulic lines, disconnecting drain lines, releasing and securing any turnbuckles, anchors or latches, and handles, and wheeling it into position for safe dumping by City equipment. If the unit is not properly prepared, the City may decline collection or prepare the compactor if it can be done safely. If the driver is unable to service the container as scheduled and must return later, a separate return trip fee will be accessed as provided for in SMC 13.02.0512.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((40.44))~~	<u>\$41.75</u>	<u>\$43.11</u>

C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

Special Compactor Services Requiring Extra Loading Time	~~((2026))~~	<u>2027</u>	<u>2028</u>
Minimum charge	~~((13.50))~~	<u>\$13.94</u>	<u>\$14.39</u>
Per estimated 10 minute interval	~~((13.50))~~	<u>\$13.94</u>	<u>\$14.39</u>

Section 23 That SMC section 13.02.0512 is amended to read as follows:

Section 13.02.0512 Return Trip Charges

A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. have container properly prepared for pickup,
2. have container at the required container pickup location,
3. have container at the required location at the required time, or
4. remove obstacles to department vehicle access
5. Return trips for late put out/missed driver are allowed for biweekly recycling if the customer has made the request by the close of business the day following collection; Requests after that day will wait for the next biweekly collection.

Return Trip Charges (Per Stop)	((2026))	<u>2027</u>	<u>2028</u>
Automated Cart	((~~\$19.64~~))	<u>\$20.28</u>	<u>\$20.94</u>
Commercial container dumpster/recycling dumpster	((~~\$40.44~~))	<u>\$41.75</u>	<u>\$43.11</u>
Commercial container rolloff	((~~\$40.44~~))	<u>\$41.75</u>	<u>\$43.11</u>
Move cart for access	((~~\$10.04~~))	<u>\$10.34</u>	<u>\$10.67</u>

B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer's special handling needs, as determined by the City.

C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

D. No credit given for return trips if there is a picture on file as backup evidence of the charge(s).

Section 24 That SMC section 13.02.0514 is amended to read as follows:

Section 13.02.0514 Additional Charges for Commercial Containers

A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

((2026))	<u>2027</u>	<u>2028</u>
(((\$44.21))	<u>\$45.65</u>	<u>\$47.13</u>

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

On-site Labor Charge	((2026))	<u>2027</u>	<u>2028</u>
Minimum charge	(((\$40.44))	<u>\$41.75</u>	<u>\$43.11</u>
Per estimated 15-minute interval	(((\$40.44))	<u>\$41.75</u>	<u>\$43.11</u>

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.
- D. Special dumpster requests resulting in overtime to the department (i.e. weekends, after hours, etc) are not guaranteed and based on staff availability. Overtime, including minimum pay requirements, are based on bargaining unit agreements. Overtime is in addition to regular service charges.
- E. No credit given for additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 25 That SMC section 13.02.0518 is amended to read as follows:

Section 13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

- A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. Pressure Washing may not be adequate to remove all materials. The following charges apply to container cleaning and pressure washing:

Container Cleaning and Pressure Washing Charge	((2026))	<u>2027</u>	<u>2028</u>
Front-Load & Rear-Load Dumpsters – per hour -(one hour minimum)	(((\$86.29))	<u>\$89.09</u>	<u>\$91.99</u>

Rolloff – per hour - (one hour minimum)	~~(((\$119.94))~~	<u>\$123.81</u>	<u>\$127.83</u>
30 gallon automated cart	~~(((\$16.82))~~	<u>\$17.37</u>	<u>\$17.93</u>
60 gallon automated cart	~~(((\$25.28))~~	<u>\$26.10</u>	<u>\$26.95</u>
90 gallon automated cart	~~(((\$33.69))~~	<u>\$34.78</u>	<u>\$35.92</u>

Customer will receive a clean, but no guarantee of new, cart when starting, changing service or paying for “cleaned” cart.

Cleaning/pressure washing will be charged an hour minimum for dumpsters and roll offs.

B. Refurbishment.

When a customer discontinues service or a container otherwise needs repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

Refurbishment Charges	~~((2026))~~	<u>2027</u>	<u>2028</u>
Cleaning & Prep – per hour	~~(((\$50.63))~~	<u>\$52.28</u>	<u>\$53.98</u>
Sandblasting – per hour	~~(((\$112.65))~~	<u>\$116.31</u>	<u>\$120.09</u>
Repair and Welding – per hour	~~(((\$107.59))~~	<u>\$111.09</u>	<u>\$114.70</u>
Paint – per hour	~~(((\$112.65))~~	<u>\$116.31</u>	<u>\$120.09</u>
Decaling and Striping – per hour	~~(((\$63.28))~~	<u>\$65.34</u>	<u>\$67.46</u>
Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour	~~(((\$63.28))~~	<u>\$65.34</u>	<u>\$67.46</u>
Rolloff hauling for refurbishment facility (round trip)	~~(((\$190.97))~~	<u>\$200.52</u>	<u>\$210.54</u>

The department’s cost for materials (steel, lids, winch handles, etc.) including any mark up and sales tax, used to repair or refurbish containers either by the city or an independent contractor, will be charge back to the customer, in addition to the charges listed in the table above in SMC 13.02.0518, Section B.

Section 26 That SMC section 13.02.0520 is amended to read as follows:

Section 13.02.0520 Temporary Account

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.
- B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	~~((2026))~~	<u>2027</u>	<u>2028</u>
Delivery charge	~~(((\$40.44))~~	<u>\$41.75</u>	<u>\$43.11</u>
Dumpster service for (3-6 cubic yard containers) Flat Daily Charge (Rental Fee)	~~(((\$3.24))~~	<u>\$3.35</u>	<u>\$3.46</u>
Dump Fee 3 Cubic Yard Containers	~~(((\$138.51))~~	<u>\$143.01</u>	<u>\$147.66</u>
Dump Fee 6 Cubic Yard Containers	~~(((\$277.05))~~	<u>\$286.05</u>	<u>\$295.35</u>
Rolloff Service – Flat daily charge (Rental Fee)	~~(((\$6.43))~~	<u>\$6.64</u>	<u>\$6.86</u>
Rolloff Service – Load haul fee (Per load)	~~(((\$190.97))~~	<u>\$200.52</u>	<u>\$210.54</u>
<u>Rolloff Service – Weight fee as provided in SMC 13.02.0560.</u>			

((Weight fee for Rolloff Service: As provided in [SMC 13.02.0560](#).)

- C. Temporary dumpsters are subject to all additional charges that permanent commercial containers are subject to as provided in 13.02.

((G)) D. Rental fee does not include Washington State sales tax.

((D)) E. Containers must be hauled every 30 days. Customer is responsible to make sure this requirement is met.

((E)) F. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 27 That SMC section 13.02.0522 is amended to read as follows:

Section 13.02.0522 Container Dump Requests

- A. Phone (509) 625-7956 for temporary dump service and (509) 625-7955 for permanent dump service. Customers can also email dumpsteremptyrequest@spokanecity.org.
- B. All requests for dumps require one business day advance notice.
- C. While the department will always attempt to work within the customer's schedule, time of day requests cannot be guaranteed. Cutoff time to service change requests is 2 p.m. for next day service. Weekend request will be Tuesday or later. All requested service is based on operational availability.
- D. A temporary container must be dumped at least once per month, except if a container contains food, vegetable, animal or other putrescible wastes, the City requires dumping at least weekly. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 28 That SMC section 13.02.0528 is amended to read as follows:

Section 13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

- A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.
 - 1. Disposal fees are charged in addition to equipment and labor charges.
 - 2. Regular garbage collection vehicles are also called "packer" trucks because they operate with a compaction mechanism that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called "nonpacker" trucks.
 - 3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
 - 4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

Packer and Nonpacker Trucks	((2026))	<u>2027</u>	<u>2028</u>
Nonpacker, single-axle, truck, and driver	(((\$36.20))	<u>\$37.38</u>	<u>\$38.59</u>
Each extra person	(((\$30.15))	<u>\$31.13</u>	<u>\$32.14</u>
Tandem-axle truck, driver, and loader	(((\$50.29))	<u>\$51.92</u>	<u>\$53.61</u>

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 29 That SMC section 13.02.0552 is amended to read as follows:

Section 13.02.0552 Recycling Rates – Nonresidential – Residential Premises with Five or More Multi-unit Dwellings Premises – Residential Premises Utilizing Commercial Containers -- Additional

- A. The following rates apply to premises with five or more multi-unit dwellings where the director determines larger volume containers are needed. ~~((In addition to the residential recycling program,))~~ Nonresidential customers or residential customers utilizing commercial containers, not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

Nonresidential, ~~((&))~~ <u>Premises with Five or More Multi-unit Dwellings & Residences Utilizing</u>	Monthly Amount
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Commercial Containers			
	((2026))	2027	2028
Collection of single-stream recyclables			
30, 60, & 90 gallon cart (bi-weekly service)	(((\$22.62))	\$23.36	\$24.11
One cubic yard dumpster	(((\$47.16))	\$48.69	\$50.28
Two cubic yard dumpster	(((\$72.39))	\$74.69	\$77.12
Three cubic yard dumpster	(((\$108.57))	\$112.06	\$115.70
Four cubic yard dumpster	(((\$144.74))	\$149.42	\$154.28
Six cubic yard dumpster	(((\$217.13))	\$224.18	\$231.46
Loose Yardage			
One yard	(((\$64.02))	\$66.10	\$68.25
Two yards	(((\$89.20))	\$92.10	\$95.09
Three yards	(((\$125.39))	\$129.47	\$133.67
Four yards	(((\$161.58))	\$166.83	\$172.25
Five yards		\$204.17	\$210.81
Six yards	(((\$233.98))	\$241.58	\$249.44

Commented [RS7]: Not in module but we do have a ACD code for this. Based on 2026 rate of \$197.74 at 3.25% annual increase.

C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).

D. Extra dumping charges and extra loose yardage

1. Occasional, infrequent extra recycling material will be taken and charged additional. Loose material other than flattened cardboard must be in brown paper bags, cardboard boxes or bundled.

2. Regular extra recycling will require a service upgrade to a larger service category.

		2027	2028
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<u>Extra recycling container dumping charges</u>			
<u>30, 60 & 90 gallon cart</u>		<u>\$3.44</u>	<u>\$3.55</u>
<u>One yard</u>		<u>\$16.55</u>	<u>\$17.09</u>
<u>Two yard</u>		<u>\$23.02</u>	<u>\$23.77</u>
<u>Three yard</u>		<u>\$32.40</u>	<u>\$33.45</u>
<u>Four yard</u>		<u>\$41.72</u>	<u>\$43.08</u>
<u>Six yard</u>		<u>\$60.41</u>	<u>\$62.37</u>
<u>Extra loose yardage recycling charges</u>			
<u>One yard</u>		<u>\$3.44</u>	<u>\$3.55</u>
<u>Two yards</u>		<u>\$16.55</u>	<u>\$17.09</u>
<u>Three yards</u>		<u>\$23.02</u>	<u>\$23.77</u>
<u>Four yards</u>		<u>\$32.40</u>	<u>\$33.45</u>
<u>Five yards</u>		<u>\$41.72</u>	<u>\$43.08</u>
<u>Six yards</u>		<u>\$60.41</u>	<u>\$62.37</u>

((D)) E. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

<u>Load Truck Loose Yardage Recyclables</u>	<u>((2026))</u>	<u>2027</u>	<u>2028</u>
<u>Single-axle truck and driver</u>	<u>(((\$34.96))</u>	<u>\$36.10</u>	<u>\$37.27</u>
<u>Tandem-axle truck driver</u>	<u>(((\$48.62))</u>	<u>\$50.20</u>	<u>\$51.83</u>

((E)) F. The department retains any proceeds from sale of recyclables.

((F)) G. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable. If recycling is rejected at processor and needs to be hauled elsewhere, an additional fee applies for the partial second haul. The rate will be charged at 50% of a regular haul fee.

((G)) H. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 30 That SMC section 13.02.0554 is amended to read as follows:

Section 13.02.0554 Clean Green Yard Waste Collection

A. Any customer may apply to the department for collection of “clean green” yard waste. Participation is voluntary.

1. To be accepted as “clean green” yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products, such as uncoated paper plates and pizza delivery boxes, are acceptable.
2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
3. Material may be bundled with rope or string next to the container not to exceed four feet in length.
4. Total gross cart weight may not exceed two hundred fifty pounds.

B. In addition to subsection (A) of this section, customers are cautioned that “clean green” yard material may not contain any of the following:

1. Sod (beyond small amounts).
2. Rocks.
3. Dirt.
4. Gravel.
5. Concrete.
6. Glass.
7. Metal.
8. Plastic.
9. Treated wood/bark.
10. Animal feces.
11. Paint residue.
12. Christmas or holiday decorations.
13. Non-compostable paper products.

14. Flocking.

15. Dimensional lumber.

16. Stumps/roots.

17. Charcoal/Ash

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety gallon automated style container, as set in [SMC 13.02.0502](#).

C. The collection day for clean green yard waste shall be on the same day as the customer's regular solid waste collection. Service is weekly during the months of March through November; service is one week each month during December, January and February. The one week per month collection is generally the first full week of the month but subject to change. Service is provided only in ninety gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

Clean Green Yard Waste Collection	((2026))	<u>2027</u>	<u>2028</u>
Monthly	((~~\$19.37~~))	<u>\$20.24</u>	<u>\$21.15</u>
Extra Dump	((~~\$5.97~~))	<u>\$6.16</u>	<u>\$6.36</u>

Clean green yard waste carts that are out in the designated collection area during December, January, and February on non-collection weeks are assumed to be out for collection and will be charged an extra dump.

E. Yard waste cart packout charged at same rate as refuse (one half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).

F. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

1. The container pickup fee is:

((2026))	<u>2027</u>	<u>2028</u>
----------	-------------	-------------

~~(((\$40.44))~~	<u>\$41.75</u>	<u>\$43.11</u>
-------------------------	----------------	----------------

if requested within twelve months of the initial delivery.

G. The minimum length of time that a customer may request a clean green yard waste cart for is three months. If customer cancels service within the first three months, they will be subject to a charge equal to three months of service total and the container pick up fee as described in this subsection (F).

H. The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 31 That SMC section 13.02.0560 is amended to read as follows

Section 13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	~~((2026))~~	<u>2027</u>	<u>2028</u>
Per ton charge	~~(((\$152.60))~~	<u>\$160.23</u>	<u>\$168.24</u>
Minimum charge per vehicle	~~(((\$24.93))~~	<u>\$26.18</u>	<u>\$27.49</u>

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	~~((2026))~~	<u>2027</u>	<u>2028</u>
Per ton charge	~~(((\$152.60))~~	<u>\$160.23</u>	<u>\$168.24</u>
Minimum charge per vehicle	~~(((\$24.93))~~	<u>\$26.18</u>	<u>\$27.49</u>

C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

	~~((2026))~~	<u>2027</u>	<u>2028</u>
Per ton charge	~~(((\$274.27))~~	<u>\$287.98</u>	<u>\$302.38</u>
Minimum charge per vehicle	~~(((\$137.12))~~	<u>\$143.98</u>	<u>\$151.17</u>

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The minimum charge per vehicle is:

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~(((\$24.93))~~	<u>\$26.18</u>	<u>\$27.49</u>

1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 32 That SMC section 13.2.0561 is amended to read as follows

Section 13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~(((\$2.68))~~	<u>\$2.81</u>	<u>\$2.95</u>

Commented [RS8]: @ Chris/Trace -- In the rate module, this was listed as \$2.69 for 2026 which changed the amounts by a few cents. Updated to reflect correct starting amount of \$2.68 + 5% percent increase.

Section 33 That SMC section 13.02.0562 is amended to read as follows

Section 13.02.0562 Compost

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

	~~((2026))~~	<u>2027</u>	<u>2028</u>
Per ton charge (then prorated by weight thereafter)	~~(((\$76.95))~~	<u>\$80.80</u>	<u>\$84.84</u>
Minimum charge per vehicle	~~(((\$8.19))~~	<u>\$8.60</u>	<u>\$9.03</u>

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 34 That SMC section 13.02.0563 is amended to read as follows

Section 13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

- A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

	~~((2026))~~	<u>2027</u>	<u>2028</u>
Per ton charge (then prorated by weight thereafter)	~~(((\$198.86))~~	<u>\$208.80</u>	<u>\$219.24</u>
Minimum charge per vehicle	~~(((\$29.78))~~	<u>\$31.27</u>	<u>\$32.83</u>

- B. Dedicated loads of waste tires will be accepted by appointment only.
- C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 35: That there is adopted a new section 13.02.0564 to chapter 13.02 SMC to read as follows:

Section 13.02.0564 Refrigerant- Containing Appliances

The Waste to Energy Facility will charge a special handling fee for disposal of each appliance containing refrigerant, in addition to the regular garbage rate by weight. This includes refrigerators, freezers, air conditioners, and water coolers. All other appliances including dishwashers, microwaves, washers/dryers, stoves and ovens shall remain at the regular garbage rate.

For each refrigerator, freezer, air conditioner, or refrigerated water cooler delivered to Waste-to-Energy, the additional charge shall be:

	<u>2027</u>	<u>2028</u>
Fee per appliance	<u>\$30.00</u>	<u>\$30.00</u>

- A. Acceptance of appliances is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of appliances in accord with policy or market conditions.

Section 36 That SMC section 13.02.0565 is amended to read as follows

Section 13.02.0565 Special Handling Waste Load Charges

Services at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, requires preapproval of the waste and an appointment. Any special fees associated with this type of disposal, as determined by the City, shall be in addition to the assessed tipping fee, based on weight.

- A. For use of a loader or pallet jack for unloading at the Waste-to-Energy Facility (WTE) the charge shall be:

		<u>2027</u>	<u>2028</u>
Per minute	~~(((\$1.25))~~	<u>\$1.31</u>	<u>\$1.38</u>
Minimum charge	~~(((\$37.50))~~	<u>\$39.38</u>	<u>\$41.34</u>

- B. For a missed appointment at the Waste-to-Energy Facility (WTE) the charge shall be ~~(((\$100.00))~~ \$200.00 per occurrence.
- C. If late for an appointment at the Waste-to-Energy Facility (WTE) by more than thirty (30) minutes, the charge shall be ~~(((\$150.00))~~ \$200.00 per occurrence.
- D. Special handling appointment times are from 8:00 am through 2:30 pm, Monday through Friday. Appointments may be scheduled outside these specified times at the Waste-to-Energy Facility (WTE) and may be contingent upon available manpower or other factors. The charge for an after-hours appointment shall be:

		<u>2027</u>	<u>2028</u>
Per minute	~~(((\$5.50))~~	<u>\$5.78</u>	<u>\$6.06</u>
Minimum charge	~~(((\$330.00))~~	<u>\$346.50</u>	<u>\$363.83</u>

Section 37 That SMC section 13.02.0568 is amended to read as follows

Section 13.02.0568 Estimates Allowed

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.
1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~(((\$40.60))~~	<u>\$42.63</u>	<u>\$44.76</u>

Per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.

B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.

1. The special service fee shall be in addition to the assessed tipping fee based on weight.

C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
2. In addition, the customer may be required to pay a five dollar (\$5.00) lost card fee.

D. Use of scales for weighing only:

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((\$24.93))~~	<u>\$26.18</u>	<u>\$27.49</u>

Section 38 That SMC section 13.02.0610 is amended to read as follows:

Section 13.02.0610 Penalty

Except where otherwise specified for violations of this chapter relating to single-family residential~~((ee))~~ service are class 2 civil infractions. All other violations are class 1 civil infractions with each day a new and separate violation. All infraction penalties are in addition to actual costs of clean-up or other services provided by the City. The City's Civil Infraction System can be found in SMC 01.05.

Section 39: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistance City Attorney

Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #

ORD C36811

Cross Ref #**Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

WATER RATE ORDINANCE FOR 2027 & 2028

Agenda Wording

The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for waster services.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's Water utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend the following sections of the Spokane Municipal Code Chapter 13.04, including 13.04.2002; 13.04.2004; 13.04.2005; 13.04.2010; 13.04.2012; 13.04.2014; 13.04.2016; 13.04.20161; and adding a new section 13.04.2011 to chapter 13.04 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding 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?

This proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	FEIST, MARLENE		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
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ORDINANCE NO.

AN ORDINANCE relating to the water annual rates for public utilities and services, to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.04.2002; 13.04.2004; 13.04.2005; 13.04.2010; 13.04.2012; 13.04.2014; 13.04.2016; 13.04.20161; and adding a new section 13.04.2011 to chapter 13.04 of the Spokane Municipal Code.

City of Spokane does ordain:

Section 1 That SMC section 13.04.2002 is amended to read as follows:

Section 13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or water is available to the property shall be:

a.

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((\$20.07))~~	<u>\$20.77</u>	<u>\$21.50</u>

- b. Unless otherwise provided, for two or more single-family residences on one meter, they will be addressed under section 13.04.2005.

- c. Rates apply beginning the day the meter is installed.

2. For purposes of this chapter, a “single-family residence” or “equivalent residential unit” designation applies to each self-contained, stand-alone living unit with the following:

- a. kitchen or cooking area room, which must include a sink;
- b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
- c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each

one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage Tiers (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2026))	<u>2027</u>	<u>2028</u>
Zero up to 600	((~~\$0.3775~~))	<u>\$0.3907</u>	<u>\$0.4044</u>
Greater than 600 up to 1,200	((~~\$0.7988~~))	<u>\$0.8268</u>	<u>\$0.8557</u>
Greater than 1,200 up to 2,500	((~~\$1.0746~~))	<u>\$1.1122</u>	<u>\$1.1511</u>
Greater than 2,500 up to 4,500	((~~\$1.6989~~))	<u>\$1.7584</u>	<u>\$1.8199</u>
Greater than 4,500	((~~\$2.4436~~))	<u>\$2.5291</u>	<u>\$2.6176</u>

C. No vacancy allowance will be made.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the Washington State Department of Social and Health Services; and;
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2 That SMC section 13.04.2004 is amended to read as follows:

Section 13.04.2004 City Commercial and Industrial Rates

- A. These charges apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences, Parks and Schools, or PUDs. The charges are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
1 inch or smaller	~~(((\$22.44))~~	<u>\$23.23</u>	<u>\$24.04</u>
1 ½ inch	~~(((\$36.59))~~	<u>\$37.87</u>	<u>\$39.20</u>
2 inch	~~(((\$51.86))~~	<u>\$53.68</u>	<u>\$55.56</u>
3 inch	~~(((\$83.06))~~	<u>\$85.97</u>	<u>\$88.98</u>
4 inch	~~(((\$114.39))~~	<u>\$118.39</u>	<u>\$122.53</u>
6 inch	~~(((\$161.62))~~	<u>\$167.48</u>	<u>\$173.34</u>
8 inch	~~(((\$331.54))~~	<u>\$343.14</u>	<u>\$355.15</u>
10 inch	~~(((\$484.17))~~	<u>\$501.12</u>	<u>\$518.66</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Commercial rates are charged based on the total consumption relative to the tier the total falls into. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage Tier (in cubic feet)	Rate Per Hundred Cubic Feet		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((Zero up to 600 (Charge for all use: zero up to 600.)~~	~~(((\$0.4194))~~		
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)~~	~~(((\$0.8696))~~		
~~Greater than 1,000~~	~~(((\$1.2580))~~		

(Charge for all use: zero to amount used.))			
Winter rate		<u>\$1.0125</u>	<u>\$1.0479</u>
Summer rate		<u>\$1.5187</u>	<u>\$1.5719</u>

C. Capital Charge.

In addition to the meter charge and consumption rate, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3 That SMC section 13.04.2005 is amended to read as follows:

Section 13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single-family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the Water Director. [Cross Reference: SMC 17A.020.160(X)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption will be calculated by multiplying the number of residential units by the maximum amount on each tier to get a new maximum usage allotted for each tier (for example, tier 1 is 0-600cf, a PUD of 12 homes would get 7200cf at tier 1 for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
1 inch or smaller	~~((\$22.44))~~	<u>\$23.23</u>	<u>\$24.04</u>
1 ½ inch	~~((\$36.59))~~	<u>\$37.87</u>	<u>\$39.20</u>
2 inch	~~((\$51.86))~~	<u>\$53.68</u>	<u>\$55.56</u>
3 inch	~~((\$83.06))~~	<u>\$85.97</u>	<u>\$88.98</u>
4 inch	~~((\$114.39))~~	<u>\$118.39</u>	<u>\$122.53</u>

6 inch	~~(((\$161.82))~~	<u>\$167.48</u>	<u>\$173.34</u>
8 inch	~~(((\$331.55))~~	<u>\$343.14</u>	<u>\$355.16</u>
10 inch	~~(((\$484.17))~~	<u>\$501.12</u>	<u>\$518.66</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4 That SMC section 13.04.2010 is amended to read as follows:

Section 13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following charges:

Size of Service	Meter Charge Per Month		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
3 inch or smaller	~~(((\$23.75))~~	<u>\$24.58</u>	<u>\$25.44</u>
4 inch	~~(((\$33.53))~~	<u>\$34.70</u>	<u>\$35.91</u>
6 inch	~~(((\$46.59))~~	<u>\$48.22</u>	<u>\$49.91</u>
8 inch	~~(((\$56.37))~~	<u>\$58.34</u>	<u>\$60.38</u>
10 inch	~~(((\$67.41))~~	<u>\$69.77</u>	<u>\$72.21</u>

1. Charge Rate Per Cubic Foot. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

Inside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((Zero up to 600 (Charge for all use: zero up to 600.)~~	~~(((\$0.4191))~~		
~~Greater than 600 up to 1,000~~	~~(((\$0.8696))~~		

(Charge for all use: zero up to 1,000.)			
Greater than 1,000 (Charge for all use: zero to amount used.))	(((\$1.2580))		
Winter rate		<u>\$1.0125</u>	<u>\$1.0479</u>
Summer rate		<u>\$1.5187</u>	<u>\$1.5719</u>

- B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following:

((1. Size of Connection / Service Charge per Month.))

Size of Service	Meter Charge Per Month		
	((2026))	<u>2027</u>	<u>2028</u>
3 inch or smaller	(((\$35.62))	<u>\$36.87</u>	<u>\$38.16</u>
4 inch	(((\$50.28))	<u>\$52.04</u>	<u>\$53.86</u>
6 inch	(((\$69.88))	<u>\$72.33</u>	<u>\$74.86</u>
8 inch	(((\$84.54))	<u>\$87.49</u>	<u>\$90.55</u>
10 inch	(((\$101.12))	<u>\$104.66</u>	<u>\$108.32</u>

1. Charge Rate Per Cubic Foot. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
		<u>2027</u>	<u>2028</u>
Winter rate		<u>\$1.506</u>	<u>\$1.5587</u>
Summer rate		<u>\$2.2589</u>	<u>\$2.338</u>

Section 5 That there is adopted a new section 13.04.2011 to chapter 13.04 SMC to read as follows:

Section 13.04.2011 Parks and Schools Rates

A. The following rates apply to City-owned parks and K-12 school customers located within the City limits. Questions of applicability are determined by the Water Director.

1. Monthly basic meter charges for Inside City customers are established in 13.04.2004(A)(1).
2. Consumption charges for Inside City customers, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, shall be the following:

<u>2027</u>	<u>2028</u>
<u>\$1.3014</u>	<u>\$1.347</u>

3. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. The following rates apply to City-owned parks and K-12 school customers located outside the City limits. Questions of applicability are determined by the Water Director.

1. Monthly basic meter charges for Outside City customers are established in 13.04.2016(B).
2. Consumption charges for Outside City customers, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, shall be the following:

<u>2027</u>	<u>2028</u>
<u>\$1.9512</u>	<u>\$2.0195</u>

3. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6 That SMC section 13.04.2012 is amended to read as follows:

Section 13.04.2012 Outside City Residence Rates and Charges

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is used or reflected in the records of the City of Spokane utilities billings office shall be:

~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((<u>\$30.14</u>))~~	<u>\$31.16</u>	<u>\$32.25</u>

2. Unless otherwise provided, for two or more single-family residences on one meter, they will be addressed under multifamily.

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption rates:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
Zero up to 600	~~((<u>\$0.5663</u>))~~	<u>\$0.5861</u>	<u>\$0.6066</u>
Greater than 600 up to 1,200	~~((<u>\$1.1983</u>))~~	<u>\$1.2402</u>	<u>\$1.2836</u>
Greater than 1,200 up to 2,500	~~((<u>\$1.6119</u>))~~	<u>\$1.6683</u>	<u>\$1.7267</u>
Greater than 2,500 up to 4,500	~~((<u>\$2.5483</u>))~~	<u>\$2.6375</u>	<u>\$2.7298</u>
Greater than 4,500	~~((<u>\$3.6656</u>))~~	<u>\$3.7939</u>	<u>\$3.9267</u>

C. No vacancy allowance.

- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the Washington State Department of Social and Health Services; and
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7 That SMC section 13.04.2014 is amended to read as follows:

Section 13.04.2014 Outside City Rate to Other Purveyors

- A. The rate to other purveyors for standby and/or emergency water service and use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service rate, unless modified by separate agreement:

((2026))	<u>2027</u>	<u>2028</u>
((~~\$1.5694~~))	<u>\$1.6244</u>	<u>\$1.6813</u>

1. Operations and Maintenance Capital Charge for Standby and/or Emergency Water Service.

In addition to the standby/emergency water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty-eight units) and Water Service Only Commercial User – Outside City – capital consumption charges. For continuous users, they shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Other purveyor- continuous supplemental water user-outside-capital consumption charge (Per hundred cubic feet).

Section 8 That SMC section 13.04.2015 is amended to read as follows:

Section 13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: [SMC 17A.020.160\(T\)](#)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
1 inch or smaller	~~(((\$43.45))~~	<u>\$44.97</u>	<u>\$46.54</u>
1 ½ inch	~~(((\$64.68))~~	<u>\$66.94</u>	<u>\$69.28</u>
2 inch	~~(((\$87.59))~~	<u>\$90.66</u>	<u>\$93.83</u>
3 inch	~~(((\$134.38))~~	<u>\$138.98</u>	<u>\$143.84</u>
4 inch	~~(((\$181.39))~~	<u>\$187.74</u>	<u>\$194.31</u>
6 inch	~~(((\$252.52))~~	<u>\$261.36</u>	<u>\$270.51</u>
8 inch	~~(((\$507.26))~~	<u>\$525.01</u>	<u>\$543.39</u>
10 inch	~~(((\$736.07))~~	<u>\$761.83</u>	<u>\$788.49</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9 That SMC section 13.04.2016 is amended to read as follows:

Section 13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences, Parks and Schools, or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
1 inch or smaller	~~(((\$43.45))~~	<u>\$44.97</u>	<u>\$46.54</u>
1 ½ inch	~~(((\$64.68))~~	<u>\$66.94</u>	<u>\$69.28</u>

2 inch	~~(((\$87.59))~~	<u>\$90.66</u>	<u>\$93.83</u>
3 inch	~~(((\$134.38))~~	<u>\$138.98</u>	<u>\$143.84</u>
4 inch	~~(((\$181.39))~~	<u>\$187.74</u>	<u>\$194.31</u>
6 inch	~~(((\$252.52))~~	<u>\$261.36</u>	<u>\$270.51</u>
8 inch	~~(((\$507.26))~~	<u>\$525.01</u>	<u>\$543.39</u>
10 inch	~~(((\$736.07))~~	<u>\$761.83</u>	<u>\$788.49</u>

C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((Zero up to 600 (Charge for all use: zero up to 600-))~~	~~(((\$0.6285))~~		
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000-))~~	~~(((\$1.3048))~~		
~~Greater than 1,000 (Charge for all use: zero to amount used-))~~	~~(((\$1.8870))~~		
<u>Winter rate</u>		<u>\$1.506</u>	<u>\$1.5587</u>
<u>Summer rate</u>		<u>\$2.2589</u>	<u>\$2.338</u>

D. Capital Charge.

In addition to the size of service/service charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 10 That SMC section 13.04.20161 is amended to read as follows:

Section 13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

<u>((2026))</u>	<u>2027</u>	<u>2028</u>
<u>(((\$20.07))</u>	<u>\$20.77</u>	<u>\$21.50</u>

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	<u>((2026))</u>	<u>2027</u>	<u>2028</u>
Zero up to 600	<u>(((\$0.3775))</u>	<u>\$0.3907</u>	<u>\$0.4044</u>
Greater than 600 up to 1,200	<u>(((\$0.7988))</u>	<u>\$0.8268</u>	<u>\$0.8557</u>
Greater than 1,200 up to 2,500	<u>(((\$1.0746))</u>	<u>\$1.1122</u>	<u>\$1.1511</u>
Greater than 2,500 up to 4,500	<u>(((\$1.6989))</u>	<u>\$1.7584</u>	<u>\$1.8199</u>
Greater than 4,500	<u>(((\$2.4436))</u>	<u>\$2.5291</u>	<u>\$2.6176</u>

- B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	<u>((2026))</u>	<u>2027</u>	<u>2028</u>
1 inch or smaller	<u>(((\$22.44))</u>	<u>\$23.23</u>	<u>\$24.04</u>
1 ½ inch	<u>(((\$36.59))</u>	<u>\$37.87</u>	<u>\$39.20</u>
2 inch	<u>(((\$51.86))</u>	<u>\$53.68</u>	<u>\$55.56</u>
3 inch	<u>(((\$83.06))</u>	<u>\$85.97</u>	<u>\$88.98</u>
4 inch	<u>(((\$114.39))</u>	<u>\$118.39</u>	<u>\$122.53</u>
6 inch	<u>(((\$161.82))</u>	<u>\$167.48</u>	<u>\$173.34</u>
8 inch	<u>(((\$331.54))</u>	<u>\$343.14</u>	<u>\$355.15</u>
10 inch	<u>(((\$484.17))</u>	<u>\$501.12</u>	<u>\$518.66</u>

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2026))	<u>2027</u>	<u>2028</u>
~~((Zero up to 600 (Charge for all use: zero up to 600.))~~	~~(((\$0.4191))~~		
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.))~~	~~(((\$0.8696))~~		
~~Greater than 1,000 (Charge for all use: zero to amount used.)))~~	~~(((\$1.2581))~~		
<u>Winter rate</u>		<u>\$1.0125</u>	<u>\$1.0479</u>
<u>Summer rate</u>		<u>\$1.5187</u>	<u>\$1.5719</u>

((3)) C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 11: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistance City Attorney

Mayor

Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #

ORD C36812

Cross Ref #**Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

WASTEWATER/STORMWATER RATE ORDINANCE FOR 2027 & 2028

Agenda Wording

The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for wastewater and stormwater services.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's wastewater and stormwater utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend the following sections of the Spokane Municipal Code Chapter 13.03, including 13.03.1004; 13.03.1008; 13.03.1010; 13.03.1011; 13.03.1012; 13.03.1018; 13.03.1020; 13.03.1022 to chapter 13.03 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding 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?

This proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	FEIST, MARLENE		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mfeist@spokanecity.org		caveryt@spokanecity.org	
eschoedel@spokanecity.org		rhulvey@spokanecity.org	
mmarroquin@spokanecity.org		aalbinmoore@spokanecity.org	

ORDINANCE NO.

AN ORDINANCE relating to the annual rates for sewer services, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.03.1004; 13.03.1008; 13.03.1010; 13.03.1011; 13.03.1012; 13.03.1018; 13.03.1020; 13.03.1022 to chapter 13.03 of the Spokane Municipal Code.

City of Spokane does ordain:

Section 1 That SMC section 13.03.1004 is amended to read as follows:

Section 13.03.1004 Domestic Service Charge – Monthly Amount

The City's domestic service charge is reflected in this section.

Domestic Service Charge	Monthly Amount		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
~~((Domestic service charge))~~	~~(((\$30.49))~~		
Cost per RV dump connection	~~(((\$7.44))~~	<u>\$7.70</u>	<u>\$7.97</u>

Section 2 That SMC section 13.03.1008 is amended to read as follows:

Section 13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges for customers located inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
Domestic charge	~~(((\$39.79))~~	<u>\$41.19</u>	<u>\$42.63</u>
General stormwater charge	~~(((\$5.60))~~	<u>\$5.80</u>	<u>\$6.00</u>

Cost for additional apartment	((~~\$35.77~~))	<u>\$33.09</u>	<u>\$30.17</u>
Cost for micro housing unit	((~~\$21.46~~))	<u>\$19.85</u>	<u>\$18.10</u>
General stormwater charge per unit for four units or Less	((~~\$4.79~~))	<u>\$4.96</u>	<u>\$5.13</u>
General stormwater charge per unit for over four units	((~~\$3.85~~))	<u>\$3.98</u>	<u>\$4.12</u>

1. Capital Rates.

In addition to the Domestic User charge there shall be charged a capital charge for all accounts as established and provided for in [SMC 13.035.500](#).

B. Commercial Basic Service and User Charge.

The commercial basic service charge shall be assessed based on the size of each customer's applicable water meter(s). Applicable water meters are those that contribute to discharges to the sewer system, including domestic meters and combination domestic / fire meters.

Commercial <u>Basic Service and User Charges</u> - Inside City	Monthly Amount		
	((2026))	<u>2027</u>	<u>2028</u>
<u>Basic Service charges based on water meter size. Normal / domestic meters.</u>			
<u>1 inch or smaller</u>		<u>\$41.19</u>	<u>\$42.63</u>
<u>1 ½ inch</u>		<u>\$67.16</u>	<u>\$69.51</u>
<u>2 inch</u>		<u>\$95.19</u>	<u>\$98.52</u>
<u>3 inch</u>		<u>\$152.45</u>	<u>\$157.79</u>
<u>4 inch</u>		<u>\$209.95</u>	<u>\$217.31</u>
<u>6 inch</u>		<u>\$296.64</u>	<u>\$307.03</u>
<u>8 inch</u>		<u>\$608.52</u>	<u>\$629.83</u>
<u>10 inch</u>		<u>\$888.66</u>	<u>\$919.78</u>
<u>Basic Service charges based on water meter size. Combination domestic / fire meters.</u>			
<u>1 inch or smaller</u>		<u>\$41.19</u>	<u>\$42.63</u>
<u>1 ½ inch</u>		<u>\$67.16</u>	<u>\$69.51</u>

2 inch or larger		<u>\$95.19</u>	<u>\$98.52</u>
Commercial user charge			
Per hundred cubic feet	~~(((\$2.10))~~	<u>\$2.44</u>	<u>\$3.23</u>
General stormwater charge			
~~((Per impervious acre per year))~~	~~(((\$1,343.34))~~		
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	~~(((\$1.12))~~	<u>\$1.16</u>	<u>\$1.20</u>
~~((Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)))~~	~~(((\$97.88))~~		
Combined Sewer Overflow (CSO) Stormwater user surcharge (per one-one hundredth impervious acre per month)		<u>\$1.01</u>	<u>\$1.05</u>
Process/Seepage user charge			
Per hundred cubic feet	~~(((\$0.6235))~~	<u>\$0.6453</u>	<u>\$0.6679</u>

1. Capital Rates.

In addition to the Commercial User charge there shall be charged a capital charge for all accounts as established and provided for in [SMC 13.035.500](#).

Section 3 That SMC section 13.03.1010 is amended to read as follows:

Section 13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Outside-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Outside City Customers	Monthly Amount		
	~~((2026))~~	<u>2027</u>	<u>2028</u>
Domestic charge	~~(((\$69.63))~~	<u>\$69.63</u>	<u>\$69.63</u>

Cost for additional apartment	~~(((\$62.59))~~	<u>\$56.08</u>	<u>\$49.63</u>
Cost for micro housing unit	~~(((\$37.55))~~	<u>\$33.65</u>	<u>\$29.78</u>

1. Capital Rates.

In addition to the Outside City Customer Domestic User charge there shall be charged a capital charge for all accounts as established and provided for in [SMC 13.035.500](#).

B. Outside City Retail Commercial Basic Service and User Charge.

The commercial basic service charge shall be assessed based on the size of each customer's applicable water meter(s). Applicable water meters are those that contribute to discharges to the sewer system, including domestic meters and combination domestic / fire meters.

Commercial <u>Basic Service and User Charge – Outside City Customers</u>	Monthly Amount		
	<u>((2026))</u>	<u>2027</u>	<u>2028</u>
<u>Basic Service charges based on water meter size. Normal / domestic meters.</u>			
<u>1 inch or smaller</u>		<u>\$69.63</u>	<u>\$69.63</u>
<u>1 ½ inch</u>		<u>\$113.54</u>	<u>\$113.54</u>
<u>2 inch</u>		<u>\$160.92</u>	<u>\$160.92</u>
<u>3 inch</u>		<u>\$257.73</u>	<u>\$257.73</u>
<u>4 inch</u>		<u>\$354.95</u>	<u>\$354.95</u>
<u>6 inch</u>		<u>\$501.50</u>	<u>\$501.50</u>
<u>8 inch</u>		<u>\$1028.75</u>	<u>\$1028.75</u>
<u>10 inch</u>		<u>\$1502.35</u>	<u>\$1502.35</u>
<u>Basic Service charges based on water meter size. Combination domestic / fire meters.</u>			
<u>1 inch or smaller</u>		<u>\$69.63</u>	<u>\$69.63</u>
<u>1 ½ inch</u>		<u>\$113.54</u>	<u>\$113.54</u>
<u>2 inch or larger</u>		<u>\$160.92</u>	<u>\$160.92</u>
<u>Commercial user charge</u>			
Per hundred cubic feet	~~(((\$3.68))~~	<u>\$4.05</u>	<u>\$4.45</u>

1. Capital Rates.

In addition to the Outside City Commercial User charge there shall be charged a capital charge for all accounts as established and provided for in [SMC 13.035.500](#).

C. Outside City Utility Service Area (except by interlocal agreement).

Outside City Utility Service Area (except by interlocal agreement)	((2026))	<u>2027</u>	<u>2028</u>
Per hundred cubic feet	((~~\$3.68~~))	<u>\$4.05</u>	<u>\$4.45</u>

1. Capital Rates.

In addition to the Outside City Utility Service Area charge there shall be charged a capital charge for all accounts as established and provided for in [SMC 13.035.500](#).

Section 4 That SMC section 13.03.1011 is amended to read as follows:

Section 13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City's monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

PDA User Charge	Monthly Amount		
	((2026))	<u>2027</u>	<u>2028</u>
PDA Residential User Charge:			
Domestic User Charge	((~~\$39.79~~))	<u>\$41.19</u>	<u>\$42.63</u>
Additional Apartment	((~~\$35.77~~))	<u>\$33.09</u>	<u>\$30.17</u>
PDA Commercial User charge:			
Per hundred cubic feet	((~~\$2.10~~))	<u>\$2.44</u>	<u>\$3.23</u>
General stormwater charge:			
((~~Domestic Stormwater charge~~))	((~~\$39.79~~))		
General domestic stormwater charge per unit for four units or Less	((~~\$4.79~~))	<u>\$4.96</u>	<u>\$5.13</u>

General domestic stormwater charge per unit for over four units	~~(((\$3.85))~~	<u>\$3.98</u>	<u>\$4.12</u>
~~((Per impervious acre per year—commercial charge))~~	~~(((\$1,343.01))~~		
Per one-one hundredth impervious acre – Commercial (See RCW 35.67.020; RCW 35.92.020)	~~(((\$1.12))~~	<u>\$1.16</u>	<u>\$1.20</u>
~~((Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)—Commercial))~~	~~(((\$97.88))~~		
Combined Sewer Overflow (CSO) Stormwater user surcharge (per one-one hundredth impervious acre per month)		<u>\$1.01</u>	<u>\$1.05</u>
Process/Seepage user charge:			
Per hundred cubic feet	~~(((\$0.6235))~~	<u>\$0.6453</u>	<u>\$0.6679</u>

B. Capital Charge. In addition to the PDA User_charge, there shall be charged a capital charge for all accounts as established and provided for in [SMC 13.035.500](#).

Section 5: That SMC section 13.03.1012 is amended to read as follows:

Section 13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	~~((2026))~~	<u>2027</u>	<u>2028</u>
User charge (per gallon)	~~(((\$0.2717))~~	<u>\$0.2812</u>	<u>\$0.2910</u>

1. Capital Rates.

In addition to the Septage charge there shall be charged a capital charge for all accounts as established and provided for in [SMC 13.035.500](#).

Section 6 That SMC section 13.03.1018 is amended to read as follows:

Section 13.03.1018 Landfill Wastewater Pump and Treatment Services – Amount

This section lists the rate for landfill wastewater pump and treatment services.

Landfill Pump and Treatment Total	Monthly Amount		
	((2026))	<u>2027</u>	<u>2028</u>
Per hundred cubic feet	((<u>\$1.19</u>))	<u>\$1.23</u>	<u>\$1.27</u>

Section 7: That SMC section 13.03.1020 is amended to read as follows:

Section 13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge		
	((2026))	<u>2027</u>	<u>2028</u>
500	((<u>\$316.66</u>))	<u>\$327.74</u>	<u>\$339.21</u>
600	((<u>\$359.31</u>))	<u>\$371.89</u>	<u>\$384.91</u>
700	((<u>\$400.52</u>))	<u>\$414.54</u>	<u>\$429.05</u>
800	((<u>\$442.96</u>))	<u>\$458.46</u>	<u>\$474.51</u>
900	((<u>\$485.30</u>))	<u>\$502.29</u>	<u>\$519.87</u>
1000	((<u>\$527.41</u>))	<u>\$545.87</u>	<u>\$564.98</u>
1100	((<u>\$548.56</u>))	<u>\$567.76</u>	<u>\$587.63</u>
1200	((<u>\$569.62</u>))	<u>\$589.56</u>	<u>\$610.19</u>
1300	((<u>\$590.76</u>))	<u>\$611.44</u>	<u>\$632.84</u>
1400	((<u>\$611.72</u>))	<u>\$633.13</u>	<u>\$655.29</u>
1500	((<u>\$632.97</u>))	<u>\$655.12</u>	<u>\$678.05</u>

Section 8: That SMC section 13.03.1022 is amended to read as follows:

Section 13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2026))	<u>2027</u>	<u>2028</u>
Monthly charge	((~~\$8.74~~))	<u>\$9.05</u>	<u>\$9.36</u>
Inspection fee (start-up, one-time fee)	((~~\$124.31~~))	<u>\$128.66</u>	<u>\$133.16</u>

Section 9: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistance City Attorney

Mayor

Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #

ORD C36815

Cross Ref #**Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

WATER-WASTEWATER RATE ORDINANCE FOR 2027 & 2028

Agenda Wording

The City of Spokane Public Works Division has completed a cost-of-service analysis and is proposing rates for 2027 and 2028 for Water-Wastewater services.

Summary (Background)

The Spokane City Council has utility rates for 2026. The City of Spokane Public Works Division has completed a cost-of-service analysis to evaluate the necessary rates to maintain levels of service, operations, repair, maintenance, capital investments, and financial stability for the City's wastewater and stormwater utility. This analysis provides the proposed rates in the submitted ordinances for 2027 and 2028, which aligns with the City's biennial budget process. This ordinance will amend Spokane Municipal Code Chapter 13.035 to be reflective of proposed water and wastewater capital charges.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding 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?

This proposal aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	AVERYT, CHRIS		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mfeist@spokanecity.org		caveryt@spokanecity.org	
eschoedel@spokanecity.org		rhulvey@spokanecity.org	
mmarroquin@spokanecity.org		aalbinmoore@spokanecity.org	

ORDINANCE NO. _____

AN ORDINANCE relating to the water-wastewater annual rates for public utilities and services, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending SMC sections 13.035.500 to chapter 13.035 of the Spokane Municipal Code.

City of Spokane does ordain:

Section 1 That SMC section 13.035.0500 is amended to read as follows

Section 13.035.500 Water-Wastewater Capital Rates

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month			
	((2026))	<u>2027</u>	<u>2028</u>
Domestic user (Per single-family residence or equivalent residential unit):			
Domestic user – In City	((~~\$36.30~~))	<u>\$37.57</u>	<u>\$38.88</u>
Domestic user – Outside City	((~~\$41.60~~))	<u>\$43.06</u>	<u>\$44.57</u>
Commercial User:			
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	((~~\$37.35~~))	<u>\$38.66</u>	<u>\$40.01</u>
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((~~\$0.7834~~))	<u>\$0.8108</u>	<u>\$0.8392</u>
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	((~~\$42.79~~))	<u>\$44.29</u>	<u>\$45.84</u>
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((~~\$1.5664~~))	<u>\$1.6212</u>	<u>\$1.6779</u>

Domestic user – In City – cost for additional multifamily unit		<u>\$36.25</u>	<u>\$37.56</u>
Domestic user – Outside City – cost for additional multifamily unit		<u>\$41.18</u>	<u>\$40.76</u>
Other services:			
PDA - Domestic User	((~~\$36.30~~))	<u>\$37.57</u>	<u>\$38.88</u>
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	((~~\$37.35~~))	<u>\$38.66</u>	<u>\$40.01</u>
PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((~~\$0.7834~~))	<u>\$0.8108</u>	<u>\$0.8392</u>
PDA Water only Domestic User - Capital Charge	((~~\$14.53~~))	<u>\$15.03</u>	<u>\$15.55</u>
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	((~~\$14.94~~))	<u>\$15.46</u>	<u>\$16.00</u>
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((~~\$0.3133~~))	<u>\$0.3243</u>	<u>\$0.3357</u>
PDA Wastewater only Domestic User– Capital Charge	((~~\$22.40~~))	<u>\$22.54</u>	<u>\$23.33</u>
PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)	((~~\$22.40~~))	<u>\$23.20</u>	<u>\$24.01</u>
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((~~\$0.4700~~))	<u>\$0.4865</u>	<u>\$0.5035</u>
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	((~~\$1.5664~~))	<u>\$1.6212</u>	<u>\$1.6779</u>
Non-domestic process water- wastewater capital rate (per thousand gallons)	((~~\$53.70~~))	<u>\$55.58</u>	<u>\$57.53</u>
Septage charge (per thousand gallons)	((~~\$53.69~~))	<u>\$55.57</u>	<u>\$57.51</u>
Water Service Only Domestic User- Capital Charge – In City	((~~\$14.53~~))	<u>\$15.03</u>	<u>\$15.55</u>

Water Service Only Domestic User- Capital Charge – Outside City	((~~\$16.64~~))	<u>\$17.22</u>	<u>\$17.83</u>
Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	((~~\$14.94~~))	<u>\$15.46</u>	<u>\$16.00</u>
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	((~~\$0.3133~~))	<u>\$0.3243</u>	<u>\$0.3357</u>
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	((~~\$17.13~~))	<u>\$17.72</u>	<u>\$18.34</u>
Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	((~~\$0.6266~~))	<u>\$0.6485</u>	<u>\$0.6712</u>
Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge (per hundred cubic feet)	((~~\$0.4410~~))	<u>\$0.4564</u>	<u>\$0.4724</u>
Wastewater Service Only Domestic User – Capital Charge – In City	((~~\$22.40~~))	<u>\$22.54</u>	<u>\$23.33</u>
Wastewater Service Only Domestic User – Capital Charge – Outside City	((~~\$25.68~~))	<u>\$25.84</u>	<u>\$26.74</u>
<u>Micro Apartment Unit Charge – Inside City</u>	((~~\$21.78~~))	<u>\$22.54</u>	<u>\$23.33</u>
<u>Micro Apartment Unit Charge – Outside City</u>	((~~\$24.96~~))	<u>\$25.84</u>	<u>\$26.74</u>
Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	((~~\$22.40~~))	<u>\$23.20</u>	<u>\$24.01</u>
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	((~~\$0.4700~~))	<u>\$0.4865</u>	<u>\$0.5035</u>
Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	((~~\$25.68~~))	<u>\$26.57</u>	<u>\$27.50</u>

Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	((~~\$0.9397~~))	<u>\$0.9727</u>	<u>\$1.0067</u>
<u>PDA – Domestic Use – Cost for additional multifamily unit</u>		<u>\$36.25</u>	<u>\$37.56</u>
<u>PDA - Water only Domestic User - Cost for additional multifamily unit</u>		<u>\$14.50</u>	<u>\$15.02</u>
<u>PDA - Wastewater only Domestic User - Cost for additional multifamily unit</u>		<u>\$21.75</u>	<u>\$22.54</u>
<u>Water Service Only Domestic User- Capital Charge – In City - Cost for additional multifamily unit</u>		<u>\$14.50</u>	<u>\$15.02</u>
<u>Water Service Only Domestic User- Capital Charge – Outside City - Cost for additional multifamily unit</u>		<u>\$16.47</u>	<u>\$16.30</u>
<u>Wastewater Service Only Domestic User – Capital Charge – In City - Cost for additional multifamily unit</u>		<u>\$21.75</u>	<u>\$22.54</u>
<u>Wastewater Service Only Domestic User – Capital Charge – Outside City - Cost for additional multifamily unit</u>		<u>\$24.71</u>	<u>\$24.46</u>

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2027.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistance City Attorney

Mayor

Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/07/2026**Submitting Dept**

GRANTS MANAGEMENT

Bid #**Contact Name/Phone**

CALEB X6822

Requisition #**Contact E-Mail**

CSTANTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON

ZZAPPONE

MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

RESOLUTION FOR THE REALLOCATION OF REMAINING ARPA FUNDS

Agenda Wording

Resolution proposing administrative allowance for the reallocation of remaining ARPA funds.

Summary (Background)

The American Rescue Plan Act (ARPA) provided \$80,991,104 in funding for the City of Spokane. All of our funds were allocated to allowable programs before the end of 2024 allocation deadline. As we approach the 12/31/2026 final spending deadline, the grants office is closing out programs and reallocating residual funds into allowable programs per SLFRF guidelines. This resolution provides the Grants Management Office the authority to allocate needed funds into administration and sweep all unspent funds and reallocate to 2024 Fire/Police Overtime. ARPA programs being reallocated from: Homelessness Services (\$104.10), West Central Capital (\$8,998.71), WUI Fire Contract (\$450), Language Access (\$41,500), Multicultural centers (\$12,356.77), Scattered Site Model (\$102,838.99), Residential Street Lighting (\$6,097.48). \$51,250.46 will be reallocated to grant administration and \$121,095.59 to 2024 fire and police overtime. An additional final reallocation will occur during the closeout period for any remaining funds that need to be swept into 2024 fire/police overtime.

What impacts would the proposal have on historically excluded communities?

This budget reallocation facilitates the spend down of the ARPA funds. Our ARPA programs continue to serve all of Spokane, including our historically excluded communities. The administrative reallocation will ensure proper closeout, spend down, and resolution of our ARPA programs.

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 be collected on a program by program basis. Conversations with stakeholders will include discussions about the city-wide data we hope to glean from the ARPA programs. The additional administrative funds will ensure we can meet the requests for data collection and analysis. Data will be collected in accordance with JAG requirements.

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

Data evaluating program effectiveness will be submitted in accordance to grant requirements. This review will ensure adequate analysis of program success.

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?

Data collected will be in accordance with Spokane City policy and our subrecipient contracts already in place. This reallocation does not allow for any new awards.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 172,346.05	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This reallocation will take funds from 7 current ARPA programs totaling \$172,346.05. Of those funds \$51,250.46 will be reallocated to grant administration and \$121,095.59 to 2024 fire and police overtime.			
Amount		Budget Account	
Expense	\$ 121,095.59	# 1425-88156-14230-54201-97351	
Expense	\$ 51,250.46	# 1425-88156-14230-54125-97306	
Expense	\$ -172,346.05	# See above in "Other budget Impacts" for budget	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source One-Time			
Funding Source Type Grant			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
1425-88155-57215-54201-97236 – \$104.10 1425-88155-18900-54214-97348 – \$450.00 1425-88155-57215-54201-97334 - \$102,838.99 1425-88155-21500-54201-97339 - \$ 6,097.48 1425-88153-57215-54201-97244 - \$41,500 1425-88153-94000-56301-97243 - \$8,998.71 1425-88153-57215-54201-97254 - \$12,356.77			
Approvals		Additional Approvals	
<u>Dept Head</u>	BROWN, SKYLER	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	BROWN, SKYLER		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
sbrown@spokanecity.org		cstanton@spokanecity.org	
grants@spokanecity.org			

RESOLUTION NO.

A resolution approving administrative reallocations of residual funds from the American Rescue Plan Act (ARPA).

WHEREAS, in 2021 Congress enacted, and the President signed into law, the American Rescue Plan Act ("ARPA"), which provided the city of \$80,991,104 million to help the City of Spokane, its residents, businesses, nonprofits, and affected industries recover from COVID-19 public health and economic emergency; and

WHEREAS, federal rules relating to the use of ARPA funds require that ARPA funds be allocated and spent no later than December 31, 2026;

WHEREAS, the City of Spokane has distributed \$78,449,685 million in ARPA funds since March 31, 2021, funding a wide variety of programs, services, capital projects and other worthwhile endeavors; and

WHEREAS, as of the date of this resolution there remains \$2,541,419 million in unspent ARPA funds; and

WHEREAS, the City wishes to authorize the Grants Management Department to reallocate any unspent funds to ARPA grant administration and to 2024 fire and police overtime during the end of the year 2026 and ARPA closeout period, consistent with federal rules related to ARPA funds; and

BE IT RESOLVED that the City Council authorizes the Grants Management Department to reallocate remaining ARPA funds of \$172,346.05 to grant administration in the amount of \$51,250.46 and to 2024 fire and police overtime in the amount of \$121,095.59 consistent with federal rules related to ARPA funds; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Grants Management Office and any other applicable staff to execute any other appropriate reallocations to 2024 fire and police overtime through the end of the year 2026 and ARPA closeout period, and take other action necessary to effect of the above without further action of City Council.

PASSED the City Council this _____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/15/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

PURCHASING & CONTRACTS

Bid #**Contact Name/Phone**

JASON 232-8841

Requisition #**Contact E-Mail**

JNECHANICKY@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON MCATHCART PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE AMENDING SMC 07.06 AS IT RELATES TO CITY CONTRACTS

Agenda Wording

An ordinance updating SMC 07.06.060, 07.06.260 and 07.06.262 modernizing language and adjusting thresholds for the execution of City contracts.

Summary (Background)

The language contained in the above mentioned SMC sections have not been significantly updated since 2018. This ordinance seeks to correct a few elements in SMC that create administrative challenges, clarify language to enhance compliance and update threshold to reflect changes in expenses levels since 2018.

What impacts would the proposal have on historically excluded communities?

Since the City contracts with various segments of society it is possible that changing the process could affect contract award. The process has been reviewed and it is the opinion of the Director of Purchasing & Contracts that the impact to award will be negligible.

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?

The City has embarked in efforts to improve data collected in the contracting process to better understand the impact to the above mentioned groups.

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

No data will specifically be generated by this action.

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?

Updating language in SMC will help with clarity in administrative processes. It does not address the other plans noted above.

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Does not affect the budget			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	STRATTON, JESSICA		
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
purchasing@spokanecity.org		jstratton@spokanecity.org	
amcdaniel@spokanecity.org		mboston@spokanecity.org	
mboston@spokanecity.org			

ORDINANCE NO. _____

An ordinance related to Contracts and their execution; amending Chapter 07.06 Article I and III of the Spokane Municipal Code. Specifically amending Sections 07.06.060, .260, and repealing Section 07.06.262

WHEREAS, the City charter directs the execution of contracts in the name of the Mayor under the direction of the city council; and

WHEREAS, the City Council recognizes the benefit of delegating smaller value contracts and contract execution to the administration; and

WHEREAS, this proposed ordinance where appropriate seeks to simplify and update thresholds accordingly as well as update language that provides better clarity for compliance and aligns language to more common used terms.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.06.060 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.060 (~~("Minor Contract")~~) Administrative Contract Defined

- A. ~~((e))Contract that involves a net revenue or expense totaling seventy-five thousand dollars (\$75,000) or less, (excluding sales tax and state filing fees) ((of thirty-five thousand dollars or less within a twelve-month period, and is of a routine nature, provided that the total expense (excluding sales tax and state filing fees) does not exceed a total of one hundred thousand dollars over the term of the contract (not including renewals); or))~~
- B. ~~((housekeeping change or clarification to a contract that does not affect a material term or condition.))~~ Multi-year contracts shall not exceed the threshold identified in subsection A of this section with a twelve (12) month period, calculated from the effective date of the contract.
- C. Shall not exceed five (5) years/sixty (60) months in duration, including renewals, or extensions.

~~((Effective the first of January of 2002 and the first of January of each year thereafter, the thirty-five thousand dollar limit shall be adjusted by an amount equal to one hundred percent of the average of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded to the nearest multiple of one hundred thousand dollars.))~~

~~((Effective the first of January of 2006 and the first of January of each year thereafter, the one hundred thousand dollar limit shall be adjusted by an amount equal to one hundred percent of the average of the previous July – July U.S. All City Average (CPI-U and CPI-W).))~~

~~The newly determined amount shall be rounded to the nearest multiple of one thousand dollars.))~~

Section 2. That section 07.06.260 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.260 ((Minor Contracts)) Administrative Contracts – Execution

- A. The City Council hereby directs and authorizes the Mayor, or designee, to execute ~~((minor))~~ contracts that meet the administrative contract definition (SMC 07.06.060) without individual approval of each contract by the City Council.
- B. The City Clerk is authorized to attest such signatures.
- C. The Mayor, or designee, may, upon ~~((his or her))~~ their own volition, place any specific contract on the Council agenda for individual council authorization as ~~((he or she))~~ they may see fit.
- D. Contracts awarded through a formal public solicitation process ~~((which were publicly bid))~~ require ~~((prior))~~ City Council approval.
- E. ~~((Each minor contract shall specify the end date, and in no event shall a minor contract have a duration longer than two (2) years.))~~

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. For contracts previously approved by City Council, ((T))the Mayor, or designee, 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 Chief Financial Officer or their designee that funds are available)).
- B. For contracts, at their execution, approved as an administrative contract, the Mayor, or designee, may authorize, by change order or contract amendment increases up to, but not exceeding the administrative contract threshold established in SMC 07.06.060
- C. ~~((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.
- D. All change orders require verification by the Chief Financial Officer, or their designee, that funds are available.

E All percentage and dollar thresholds established in this section shall be calculated exclusive of applicable sales tax.

F Clerical amendments, including but not limited to housekeeping changes or clarifications to a contract that does not affect a material term or condition, may be executed in accordance with administrative policy for contracts.

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:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/15/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

ALLISON ADAM 625-6383

Requisition #**Contact E-Mail**

AADAM@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON

MCATHCART

PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

RESOLUTION DECLARING MARKET CONDITIONS PROCUREMENT EXEMPTION

Agenda Wording

A resolution declaring market conditions exist, waiving competitive bidding requirements, and authorizing the City to enter into a contract with Navitus for the purposes of Pharmacy Benefit Management for the Human Resources department.

Summary (Background)

A resolution declaring market conditions exist, waiving competitive bidding requirements, and authorizing the City to enter into a contract with Navitus for the purposes of Pharmacy Benefit Management for the Human Resources department. Vendor contract and backup documents will be provided when received.

What impacts would the proposal have on historically excluded communities?

n/a – contract not community facing and is strictly for internal operational needs.

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 – service contract is not community facing, and is strictly for internal operation needs. Data collected for service contracts does not include specified criteria.

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

Contractor performance is reviewed during operational needs and invoice payment.

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?

Solicitation and contract conducted according to City policies, operational service items are not addressed in any plans identified above.

Council Subcommittee Review

not applicable

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ varies	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
The City is self insured, expenses are depended upon actual use.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ varies	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	ADAM, ALLISON		
<u>Division Director</u>	ADAM, ALLISON		
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
aadam@spokanecity.org		jnechanicky@spokanecity.org	
mboston@spokanecity.org		cwahl@spokanecity.org	
laga@spokanecity.org			

RESOLUTION NO. 2026-_____

A Resolution declaring that a special market condition does exist, waiving competitive bidding requirements, and authorizing the City to enter into a contract with Navitus in the amount not to exceed \$XXX,000 for the pharmacy benefit management solutions.

WHEREAS, the increase to prescription drug costs has been identified as a cost driver impacting employee benefits and the City budget; and

WHEREAS, the nature of the pharmacy benefit management provider market renders competitive solicitations processes less effective; and

WHEREAS, the need for continued contractual coverage for prescription drugs is critical for city employees; and

WHEREAS, the current proposed opportunity has a limited time window to commit to; and

WHEREAS, in collaboration with consultants, and key stakeholders, the Human Resources department has identified an alternate provider that can help the City negotiate better prescription drug prices; and

WHEREAS, RCW 39.04.280 (1)(b) and SMC 07.06.170 (B) authorizes the City to waive the competitive bidding requirements for services involving special market conditions.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council declares that a market condition exists, and, pursuant to RCW 39.04.280(1)(b) and Section 07.06.170.B of the Spokane Municipal Code, waives competitive bidding requirements for the pharmacy benefit management solution; and

BE IT ALSO RESOLVED that the City Council authorizes the City and Human Resources department to enter into a contract with Navitus for the pharmacy benefit management solution, in an amount not to exceed \$XXX,000 plus applicable taxes, and to expire December, 31 2029.

Passed by the City Council this ____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/07/2026**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

ALLISON ADAM X6383

Requisition #**Contact E-Mail**

AADAM@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – QUARTER 3 2026

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 adjust pay ranges to align with salary analysis, and declaring an emergency.

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of certain job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are included in the ordinance. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

What impacts would the proposal have on historically excluded communities?

Ensures compensation equity.

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?

Ensures compensation equity.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 2,088 - 4,155	
Current Year Cost		\$ 321 - 639	
Subsequent Year(s) Cost		\$ TBD	
<u>Narrative</u>			
Total & Current:For SPNs with former ranges (see City-wide \$s above), however, for SPNs without a former range, indeterminable. Subsequent year(s) cost: Total cost ranges above multiplied by the contracted COLAs applicable to that year and union.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Reserves	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	ADAM, ALLISON	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	ADAM, ALLISON		
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
aadam@spokanecity.org		scrist@spokanecity.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

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 various Funds listed below, 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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	030	Crime and Intelligence Analyst I	---	A04-32	---	\$51,240-\$80,284

- 2) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	831	Transportation & Sustainability Operations Manager	---	A01-48	---	\$87,905-\$123,693

Section 2. That in the budget of the Water – Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	559	Public Works Trainer	---	A05-38	---	\$56,961-\$91,162

Section 3. That in the budget of the Accounting Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	117	Payroll Manager	A02-47	A02-48	\$84,773-\$119,851	\$86,861-\$124,006

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, 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:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

KKLITZKE PDILLON KTELIS

Sponsoring at Administrators Request

YES

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

PUBLIC SAFETY FUNDING PROGRAM - SALES TAX ORDINANCE

Agenda Wording

An ordinance implementing the state Public Safety Funding Program; adopting a 0.1% local option sales and use tax as provided for in RCW 82.14.345 to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness; adopting a new Chapter 08.07F to Title 08 of the Spokane Municipal Code.

Summary (Background)

The City is proposing to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness by implementing the state's Public Safety Funding Program, which includes a grant program and a 0.1% sales tax dedicated to criminal justice purposes. The Washington State Legislature adopted ESHB 2015, codified as RCW 82.14.354, providing cities and counties that meet best practice policy and training requirements with funding mechanisms to improve community safety. ESHB 2015, codified as RCW 82.14.345, authorized a local councilmanic option of one-tenth of one percent sales and use tax to be enacted by a council legislative act. The local sales and use tax revenue must be spent on criminal justice purposes, pursuant to RCW 82.14.345(5) (a) (i-vii), which defines Criminal justice purposes to mean activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice and behavioral health systems occurs. This ordinance will become effective on January 1, 2027.

What impacts would the proposal have on historically excluded communities?

The revenue generated from this ordinance will help establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness. Please see the supplemental agenda document.

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 is collected and analyzed by multiple divisions and departments, including the Office of Emergency Management, Spokane Police Department, Spokane Fire Department, and SUN 911. Please see the supplemental agenda document.

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

Data is collected and analyzed by multiple divisions and departments, including the Office of Emergency Management, Spokane Police Department, Spokane Fire Department, and SUN 911. Please see the supplemental agenda document.

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?

RCW 82.14.345 Safe and Healthy Spokane Task Force City of Spokane's Comprehensive Plan – CFU Joint Use of Public Sites City of Spokane's HOME Starts Here Initiative – Healthcare System City of Spokane's HOME Starts Here Initiative – Multidisciplinary Engagement

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This ordinance will become effective on January 1, 2027.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Taxes	
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>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			

ORDINANCE NO. C - _____

An ordinance implementing the state Public Safety Funding Program – Sales Tax; adopting a 0.1% local option sales and use tax as provided for in RCW 82.14.345 to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness; adopting a new Chapter 08.07F to Title 08 of the Spokane Municipal Code.

WHEREAS, the City of Spokane seeks to establish a Community Safety Campus to consolidate disparate community safety functions and serve as a central hub where community members can easily navigate court obligations and stabilizing services; and

WHEREAS, the City of Spokane is integrating mental health professionals into the 911 response system (SUN 911) to ensure residents experiencing behavioral health crises can receive the appropriate care, while allowing police, firefighters, and other first responders to focus on situations that require their expertise; and

WHEREAS, the City of Spokane seeks to strengthen the City's Emergency Management program by improving preparedness and emergency response, improving safety for residents and first responders through improved mapping, evacuation planning and exercises, and community preparedness training; and

WHEREAS, the Washington State Legislature adopted ESHB 2015, codified as RCW 82.14.354, providing cities and counties that meet best practice policy and training requirements with funding mechanisms to improve community safety; and

WHEREAS, ESHB 2015, codified as RCW 82.14.345, authorized a local councilmanic option one-tenth of one percent sales and use tax to be enacted by a council legislative act; and

WHEREAS, the local sales and use tax revenue must be spent on "criminal justice purposes," pursuant to RCW 82.14.345(5) (a) (i-vii), which defines "Criminal justice purposes" to mean activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice and behavioral health systems occurs; and

WHEREAS, the Spokane Police Department meets the eligibility requirements of the Local Law Enforcement Grant, and the City of Spokane meets the requirements for adopting the local sales and use tax authorized by RCW 82.14.345, as approved by the Washington State Criminal Justice Training Commission;

WHEREAS, the City is proposing to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness by implementing the state's Public Safety Funding Program – Sales Tax authorized by RCW 82.14.345.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.07F	Sales and Use Tax for Criminal Justice Purposes
08.07F.010	Imposition of Sales and Use Tax for Criminal Justice Purposes
08.07F.020	Effective Date
08.07F.030	Reporting

Section 08.07F.010 Imposition of Sales and Use Tax for Criminal Justice Purposes

- A. There is imposed an additional local sales and use tax as authorized by RCW 82.14.345 upon every taxable event as defined in chapter 82.14 RCW, occurring in the city of Spokane. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to chapter 82.08 and 82.12 RCW.
- B. The rate of tax imposed by this section shall be one-tenth of one percent (0.1%) of the selling price or value of the article used, as the case may be.
- C. The City shall use the revenue imposed under this section solely for programs and activities with “criminal justice purposes” as defined in RCW 82.14.345.

Section 08.07F.020 Effective Date

- A. The effective date of the sales and use tax authorized by RCW 82.14.345 and this chapter shall be January 1, 2027.
- B. The City shall notify and submit this executed ordinance to the Department of Revenue and take all steps necessary to implement and collect the tax imposed and authorized by this chapter.

Section 08.07F.030 Reporting

The City shall, within one calendar year of imposition of the tax and annually thereafter, make a report to the Association of Washington Cities on how the moneys received from the tax were expended consistent with RCW 82.14.345.

Section 2. 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 3. 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:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

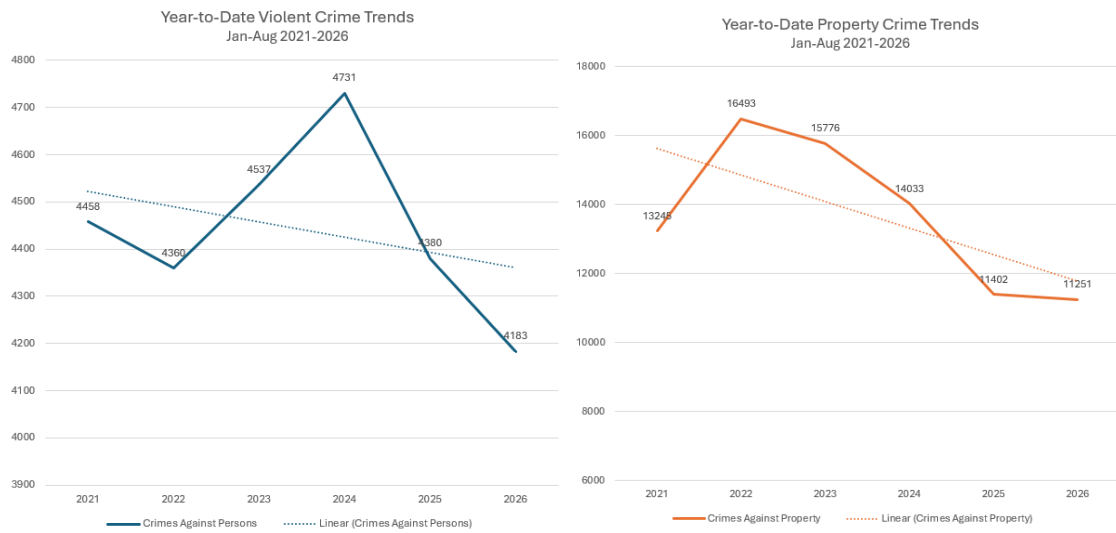
Effective Date

INVESTING IN A SAFER, MORE COORDINATED AND PREPARED COMMUNITY

I. Community Safety Achievements

The City of Spokane has made significant strides toward improving public safety in recent years, including:

- Nearly 20% reduction in property crime since 2024;
- Approximately 12% reduction in violent crime since 2024;
- Increased staffing across public safety departments, bringing police and fire to their highest staffing levels in the past decade;
- Reestablishment of the Neighborhood Resource Officer Program;
- Reestablishment of the Traffic Safety Unit;



- Expanded crisis outreach (Behavioral Response Unit, Homeless Outreach Teams);
- Expanded opioid interventions (expanded sobering beds, increased clinical capacity with SFD's CARES, culturally responsive treatment with community partners, Neonatal Abstinence Syndrome treatment at Maddie's Place);
- Creation of a daytime navigation center with transportation (2025) and expansion of hours (2026). The navigation center includes on-site mental health care, addiction treatment, housing placement, employment services, and primary care services.

- Increases in successful exits from the homeless system to stability:
 - 32% increase in individuals exiting to permanent housing
 - 85.7% increase in individuals exiting emergency shelter to permanent housing
 - 54% increase in individuals exiting permanent supportive housing to permanent housing
 - 43% decrease in returns to homelessness

These markers demonstrate that investments and efforts are moving in the right direction and provide a strong foundation for continuing to build a safer, more coordinated, and prepared community.

II. Community Safety Priorities

Safety is more than an emergency response. A safer Spokane means having the right people in the right place, at the right time. This is only possible by preparing before emergencies happen, responding appropriately when people are in crisis, and building a system where public health and community safety partners can seamlessly work together.

The City is proposing to establish a Community Safety Campus, further integrate behavioral health into public safety systems, and improve emergency preparedness by implementing the state's Public Safety Funding Program, which includes a grant program and a 0.1% sales tax dedicated to criminal justice purposes.

The Public Safety Funding Program, provided to cities and counties by the Washington State Legislature via House Bill 2015, was a legislative priority of the Association of Washington Cities with bipartisan support, and has been adopted by more than 25 jurisdictions including Tacoma, Vancouver, Bellingham, and Pullman. It creates two funding mechanisms for local jurisdictions: (1) a grant administered to law enforcement agencies through the CJTC and (2) a councilmanic .1% sales and use tax.

The sales tax may be used to:

- Support co-response teams, including peer counselors and clinicians;



- Cover required training, including crisis intervention and trauma-informed practices; and
- Hire new entry-level law enforcement officers

The Spokane Police Department recently received the \$3.4 million Public Safety Funding Program Grant to support analytics and establish a new overnight outreach partnership with Peer Washington.

III. Where the New Public Safety Funding Program – Sales Tax Investments Will Go:

1. Community Safety Campus:

The City of Spokane's proposed Community Safety Campus is designed to serve as a central hub where community members can easily navigate court obligations and stabilizing services. The campus will centralize police administration, judges, prosecutors, public defenders, pre-trial services, and probation, which are currently



dispersed across four different buildings. Importantly, the campus will incorporate treatment providers and case managers, serving as a justice navigation center.

The proposed Community Safety Campus is a direct reflection of the Safe and Healthy Spokane Task Force's recommendation, bringing coordinated justice and public safety services together to create a more effective, connected system of stabilization. It also represents a smarter use of taxpayer dollars by consolidating facilities and resources rather than continuing to invest in fragmented infrastructure.

2. Mental Health Clinicians in 911:

As the City of Spokane moves forward with the creation of its own 911 response system (SUN 911), the City will integrate mental health clinicians into dispatch, a model that has proven to be effective in Houston, Texas, and Tucson, Arizona. The City secured a federal earmark of \$1 million to begin this process, but the Public Safety Funding Program – Sales Tax will sustain this federal investment. When dialing 911, callers will be asked if they need a police, fire, or mental health response. Integrating mental health professionals into dispatch ensures residents experiencing behavioral health crises can receive the appropriate care, while allowing police, firefighters, and other first responders to focus on situations that require their expertise.



3. Crisis Response Model:

The work of the Spokane Police Department's Behavioral Health Unit (BHU), the Spokane Fire Department's Behavioral Response Unit, and the Homeless Outreach Teams have culminated in improved outcomes for those in crisis, while freeing up public safety resources to focus on urgent crimes. The Homeless Outreach Teams have responded to 5,926 requests for service since October 2025, and 64% of the individuals exiting from the project move into permanent, temporary, or emergency shelter beds. Meanwhile, between January 1, 2026, and August 31, 2026, the BHU responded to 2,181 calls for service. They diverted 98% of these calls away from the jail.

The Police Department's new partnership with Peer Washington, funded through HB 2015 Law Enforcement Grant, will expand capacity for proactive intervention and a swift peer-based response, reducing unnecessary police dispatch and repeated contacts. Current response and outreach teams only operate during business hours. This new partnership will expand services until midnight, drastically extending coverage.

4. Emergency Management:

The Spokane Complex Fire highlighted the importance of strong emergency management. The Public Safety Funding Program – Sales Tax will strengthen the City's Emergency Management program by improving preparedness and emergency response, improving safety for residents and first responders through improved mapping, evacuation planning and exercises, and community preparedness training.

IV. Cost Savings for Taxpayers:

Instead of paying to respond to problems after they occur, Spokane is prioritizing prevention, coordination, and infrastructure, which ultimately reduces long-term costs.

- By investing in a more coordinated and prepared system, Spokane can prevent problems from escalating into more interventions, including:
 - Unnecessary jail stays;
 - Repeated emergency responses; and
 - Other downstream costs
- The City's Community Safety Campus provides an opportunity to eliminate costly leases by bringing criminal justice services together into a City-owned facility.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON 625-6254

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON KTELIS

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

JOINT RESOLUTION OF CITY COUNCIL AND SPOKANE PARK BOARD

Agenda Wording

A Joint Resolution between Spokane City Council and Spokane Parks supporting the Department of Natural Resources land exchange of the Thorpe Road Property in Spokane's Latah Valley for a Trust Land Transfer.

Summary (Background)

The Washington State Department of Natural Resources currently owns 199 acres located on Thorpe Road ("Thorpe Road Property") within the City of Spokane, District 2. The Thorpe Road Property is beloved green space of high ecological and recreational value to the Spokane community. During the Washington State Legislature's 2024 session, the City of Spokane applied for the Thorpe Road Property to be part of the Trust Land Transfer (TLT) program because of the ecological value and public benefits. In September of this year, Commissioner of Public Lands Dave Upthegrove joined local leaders and community members to celebrate the Trust Land Transfer program after the Board of Natural Resources voted to submit six projects, including the Thorpe property in Spokane, to the state legislature for funding. In the aftermath of the Spokane Complex Fires it is critical to preserve natural areas in the Wildland-Urban Interface (WUI) that face wildfire risk. The Spokane City Council has received hundreds of comments from elected officials, residents, businesses, organizations and tribal communities all supporting the exchange of the Thorpe Road Property Trust Land Transfer for the Thorpe Property and that it remains a conservation area. If adopted, this resolution authorizes a joint letter to the Office of Financial Management to request inclusion of the Thorpe Road property in the Governor's 2027-2029 biennial budget proposal, and further request the Washington State Legislature fund the transfer of the Thorpe Road property to Spokane Parks for the appraised value of \$3.9 Million as part of the 2027 Capital Budget.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

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

Success will be measured by whether the Washington State Legislature funds the transfer of the Thorpe Road property within the Trust Land Transfer program

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 request is a joint resolution with the Spokane Park Board and is consistent with the mission to ensure adequate recreation areas in and near the city.

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
pdillon@spokanecity.org		ktelis@spokanecity.org	
vramos@spokanecity.org		agrageda@spokanecity.org	

RESOLUTION NO. 2026-_____

A Joint Resolution between Spokane City Council and Spokane Parks supporting the Department of Natural Resources land exchange of the Thorpe Road Property in Spokane's Latah Valley for a Trust Land Transfer.

WHEREAS, the Washington State Department of Natural Resources currently owns 199 acres located on Thorpe Road ("Thorpe Road Property") within the City of Spokane, District 2; and

WHEREAS, the Thorpe Road Property is beloved green space of high ecological and recreational value to the Spokane community; and

WHEREAS, during the Washington State Legislature's 2024 session, the City of Spokane applied for the Thorpe Road Property to be part of the Trust Land Transfer (TLT) program because of the ecological value and public benefits; and

WHEREAS, in September of this year, Commissioner of Public Lands Dave Upthegrove joined local leaders and community members to celebrate the Trust Land Transfer program after the Board of Natural Resources voted to submit six projects, including the Thorpe property in Spokane, to the state legislature for funding; and

WHEREAS, in the aftermath of the Spokane Complex Fires it is critical to preserve natural areas in the Wildland-Urban Interface (WUI) that face wildfire risk; and

WHEREAS, the Spokane City Council has received hundreds of comments from elected officials, residents, businesses, organizations and tribal communities all supporting the exchange of the Thorpe Road Property Trust Land Transfer for the Thorpe Property and that it remains a conservation area; and

NOW, THEREFORE, BE IT RESOLVED, the Spokane City Council and Spokane Parks authorize a joint letter to the Office of Financial Management to request inclusion of the Thorpe Road property in the Governor's 2027-2029 biennial budget proposal; and

BE IT FURTHER RESOLVED, the Spokane City Council and Spokane Parks request the Washington State Legislature fund the transfer of the Thorpe Road property to Spokane Parks for the appraised value of \$3.9 Million as part of the 2027 Capital Budget.

Passed by the City Council this ____ day of _____, 2026.

Passed by the Spokane Park Board this ____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney



Amended Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Discussion

Date Rec'd

8/4/2026

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/16/2026

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

SARAH DIXIT 625-6275

Requisition #

Contact E-Mail

SDIXIT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

SDIXIT BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF

Agenda Wording

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

Summary (Background)

This ordinance formally embeds equity into Spokane's budgeting and policy processes. It expands the authority of the Office of Civil Rights Equity and Inclusion (OCREI), requires every department to assess and report equity impacts, mandates training, and establishes a multi-year planning and reporting structure to reduce disparities and improve outcomes for historically underserved communities. **It also transitions the budget from a line-item budget to one that includes clear performance metrics, increasing accountability and efficiency. Since its inception, the Equity Subcommittee has explored how the municipality can ensure its budget does not perpetuate existing disparities. Guided by the Council President, the subcommittee researched and evaluated other municipalities, finding that focusing on disparities and the most impacted communities leads to process improvements and cost savings. This ordinance increases equity and also serves as a long overdue effort to reform the city's outdated and unusual budget process.**

What impacts would the proposal have on historically excluded communities?

This ordinance helps organize and track the impacts of city policies, programs and budgets in all our communities with a specific requirement to include historically excluded communities. It is critical for departments to understand how their programs affect historically excluded or disproportionately impacted communities so we can better serve all our residents.

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?

The ordinance includes reporting requirements. Commencing June 1, 2028, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter. The ordinance also requires KPIs that will create strong, trackable data points to understand the ordinance's impact.

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

The ordinance requires departments to make their vision, understand the data and make yearly reports in collaboration with OCREI. Departments are also required to look at past year's KPIs before creating their budget for the new year. This will create clear, trackable 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?

Follows the establishment of the equity subcommittee resolution 2021-0098 and to collaborate with the City Council and city departments on policy and budget initiatives. It supports chapter 13, Local Governance and Citizenship vision and values and multiple goals in that chapter; LGC1, LGC2.

Council Subcommittee Review

This concept was introduced by the Equity Subcommittee and presented to the Human Rights Commission on July 2, 2026.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
Narrative This ordinance does not require significant expenses. Equitable budgeting is a change to the framework of how yearly budgets are approached and can be covered by existing staffing. The administration has flexibility on how to best carry out required trainings. An equity assessment tool, along with relevant resources and training, is already available on the Council's SharePoint site. The required report can be completed internally by current staff through an administrative process.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
jhaynes@spokanecity.org		amcdaniel@spokanecity.org	
bwilkerson@spokanecity.org		sdixit@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Discussion**Date Rec'd**

8/4/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

SARAH DIXIT 625-6275

Requisition #**Contact E-Mail**

SDIXIT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

SDIXIT BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF

Agenda Wording

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

Summary (Background)

This ordinance formally embeds equity into Spokane's budgeting and policy processes. It expands the authority of the Office of Civil Rights Equity and Inclusion (OCREI), requires every department to assess and report equity impacts, mandates training, and establishes a multi-year planning and reporting structure to reduce disparities and improve outcomes for historically underserved communities.

What impacts would the proposal have on historically excluded communities?

This ordinance helps organize and track the impacts of city policies, programs and budget in all our communities with a specific call out for 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?

The ordinance includes reporting requirements. Commencing June 1, 2027, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

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

The ordinance requires departments to make their vision, understand the data and make yearly reports in collaboration with OCREI.

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 the establishment of the equity subcommittee resolution 2021-0098 and to collaborate with the City Council and city departments on policy and budget initiatives. It supports chapter 13, Local Governance and Citizenship vision and values and multiple goals in that chapter; LGC1, LGC2.

Council Subcommittee Review

This concept was introduced by the Equity Subcommittee and presented to the Human Rights Commission on July 2, 2026.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
jhaynes@spokanecity.org		amcdaniel@spokanecity.org	
bwilkerson@spokanecity.org		sdixit@spokanecity.org	
agibilisco@spokanecity.org			

ORDINANCE NO. C-_____

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

WHEREAS, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people; and

WHEREAS, equity and inclusivity is called out throughout the City of Spokane's Comprehensive Plan, Chapter 10 which states: "A city's role in improving the health and well-being of individuals, families, and communities requires addressing the factors that influence or cause health-related behaviors, such as: resource allocation, the physical environment, housing choices, quality education, efficient public transportation, employment options, a rehabilitation-based criminal justice system, cultural and recreational opportunities, and accessible health systems through local policies that enhance equity;" and

WHEREAS, advancing and enhancing equity requires a systematic approach to embed fairness in decision-making processes to ensure that executives of City departments, policy-makers, and community organizations will recognize and work to redress inequities in their policies, and programs that serve as barriers to equality of opportunity; and

WHEREAS, disparities by race continue to be seen across the nation and in Spokane in almost every measure of human health and wellbeing, incarceration and arrest rates, risk of death from homicide, annual income, net worth, access to education, home ownership and key indicators of public health, such years of potential lives lost prematurely, and diabetes; and;

WHEREAS, one example of inequitable health disparity in Spokane is the 13.6-year life expectancy gap between the residents of Riverside and East Central neighborhoods, whose life expectancy is 71.2 years, the life expectancy of the residents of the Manito neighborhood, which is 84.8 years; and

WHEREAS, the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial, social, and economic inequities in City services, programs, and decision-making process by collaborating with City Council and administration leadership, and further, to ensure that race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability (as defined by Americans with Disabilities Act and/or that Washington State Law Against Discrimination), do not predict or hinder one's opportunities for success; and

WHEREAS, to accomplish the foregoing goals, it is essential to embed those principles in the City’s long-term planning and budgeting processes by ensuring equity is applied as a process and focused on outcomes, by requiring data-driven decisions and by centering communities most impacted by disparities; and

WHEREAS, equitable budgeting creates a more transparent budgeting process with clear measurable goals for departments; and

WHEREAS, equitable budgeting is focused on five key metrics which are: Disparity & Harm Reduction, Improve Data Collection & Use, Increase Community Education & Transparency, Engage Community, Establish Collaborative Funding Streams—all of which create a fairer and more efficient budget; and

WHEREAS, this ordinance would modernize the city’s budgeting process, creating a more accountable budget; and

WHEREAS, members of the Equity Subcommittee presented to Spokane City Council Finance and Administration Committee on May 28, 2026 and made a recommendation to City Council to adopt an Equitable Budgeting Ordinance;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.01B.021 of the Spokane Municipal Code is amended to read as follows:

Section 03.01B.021 Office of Civil Rights, Equity, and Inclusion (OCREI)

- A. The Office of Civil Rights, Equity, and Inclusion (OCREI) is an administrative department within the Office of the Mayor established to provide citywide leadership and guidance in the areas of civil rights, equity, and inclusion. The Office of Civil Rights, Equity, and Inclusion promotes the removal of historical and existing barriers to access to services within the boundaries of the city of Spokane and works to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the city of Spokane through public education and outreach.
- B. The Office of Civil Rights, Equity, and Inclusion serves as the administrative liaison to the Spokane Human Rights Commission.
- C. The Office of Civil Rights, Equity, and Inclusion implements the requirements for Language Access in Municipal Proceedings as outlined in Chapter 18.11 of the Spokane Municipal Code.

- D. The Office of Civil Rights, Equity, and Inclusion assists City departments in the development of, and compliance with, the equitable budgeting provisions in Chapter 18.13 of the Spokane Municipal Code.

Section 2. That there is enacted a new chapter 18.13 to Title 18 of the Spokane Municipal Code to read as follows:

18.13 Equitable Budgeting

18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

18.13.020 Definitions

18.13.030 Directive to Identify Community Impacts; Equity Plan

18.13.040 Implementations and Milestones

18.13.050 Equitable Budgeting Outside the Annual Budgeting Process

18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

Spokane has commitment to livability and sustainability, yet not all people, families and neighborhoods share this experience. Local data show that people of color, people with disabilities and people from low-income backgrounds fare worse than many other city residents in areas like educational attainment, income, health outcomes and housing affordability and quality. Centering equity, racial justice in policy, budgeting and program development is a strategic necessity for addressing these gaps in income, health and safety outcomes, housing affordability and accessibility, and is essential to strengthening Spokane's overall livability and long term resilience.

18.13.020 Definitions

- A. "Annual budgeting process" means the creation of departmental budgets and funding requests as a part of the biennial budget creation and mid-biennial budget adjustments.
- B. "Community Impact Equity Plan" means a multi-year strategic plan aiming to achieve equity and racial justice in City policies and budgeting.
- C. "Equity" means outcomes and processes that result in fair and just access to opportunity and resources for all Spokane residents.
- D. "Equitable Distribution" means a fair and just, but not necessarily equal, allocation intended to mitigate disparities in benefits and burdens that are based on current conditions, including existing legacy and cumulative impacts, that are informed by cumulative accessibility, livability, education, economic

mobility, and environmental health impact analysis.

- E. "Equity subcommittee" means that ad hoc subcommittee of the City Council established pursuant to City Council Resolution 2021-0098, as modified and supplemented from time to time.
- F. "Historically underserved communities" describes groups that have been disproportionately harmed by systemic inequities, discrimination, and exclusionary policies based on race, sex, gender, people with disabilities, geography, and income.
- G. "Racial justice" means the elimination of racial inequality and advancement of collective prosperity for communities that have been most negatively impacted because of their race or ethnicity.

18.13.030 Directive to Identify Community Impacts; Equity Plan

- A. City departments shall identify at least one Key Performance Index (KPI) to mitigate or eliminate the negative impacts of reductions and re-appropriations on historically underserved communities.
- B. Departments must conduct a yearly equity assessment, using the equity assessment tool recognized by Office of Civil Rights Equity and Inclusion (OCREI), to inform and support the departments' consideration of historically underserved communities when making funding requests during the annual budget process and to assist the department with the equitable distribution of the services provided to city residents;
- C. No later than January 1, 2028, and with the assistance of the Office of Civil Rights Equity and Inclusion OCREI, all departments shall create a multi-year Community Impact Equity Plan and provide annual, public progress updates each year alongside the budget process. The Community Impact Equity Plan shall include, at a minimum, the following elements and information:
 - 1. In collaboration with the Finance and Administration Division, a process for obtaining relevant departmental data and information to be included in the City proposals for biennial budget adoption and modification, and produce and publish reports to the Mayor, City Council, and members of the public;
 - 2. A process for City departments to work with the finance department to define and fulfill measurable, achievable KPIs that reduce harm, address disparities and improve data collection;
 - 3. Written annual status and progress reporting of City departments' equity action plans as part of the City's budget process each fiscal year;
 - 4. Annual requirements and opportunities for department heads to undergo equity, racial justice training and education sufficient to define and

implement a defined vision for their respective departments;

5. Identification of collaborative measures with community stakeholders and other City departments to ensure complete and comprehensive data relating to equitable impacts of City policies and budgeting processes, including, but not limited to:
 - a) Collaboration with Community Human Housing Services Division and Grants Management to secure relevant research and data,
 - b) Collaboration and consolidation of relevant research and analysis,
 - c) Joint applications for federal, state and philanthropic resources,
 - d) Joint development and implementation of tools, platforms and best practices that identify factors such as accessibility, livability, environmental, health, economic, and racial equity impact assessments.
 - e) Joint development and implementation of community education and community participation in the city budget process.
 - f) The Equity subcommittee can advise on policy issues pertaining to equitable budgeting, in addition in supporting technical assistance in data and research, and community engagement efforts as capacity allows.

18.13.040 Implementations and Milestones

- A. Commencing with preparation and adoption of the 2028-2029 mid-biennial budget, all City departments shall include an equity plan developed with the Office of Civil Rights Equity and Inclusion (OCREI). The equity plan shall be based on KPIs that departments developed in the preceding year in collaboration with the OCREI and equity subcommittee. To aid in the development of this plan, City Division Directors and Department Directors shall undergo sufficient equity training and education using existing equity training programs recognized by the OCREI.
- B. Following the creation and adoption of an equity plan in the 2028-2029 mid-biennial budget, all city departments shall include an updated equity plan in their annual budgeting process. Updates to the equity plan shall include data from the previous year's KPIs.
- C. Commencing June 1, 2028, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

18.13.050 Equitable Budgeting Outside the Annual Budgeting Process

- A. If departments bring a Special Budget Ordinance (SBO) for council's approval that is greater than or equal to 10% of the department's annual budget, the SBO shall include the following:
1. at least one KPI to mitigate or eliminate the negative impacts of reductions or re-appropriations on historically underserved communities.
 2. An equity assessment, or fast track equity assessment if necessary, using the equity assessment tool recognized by Office of Civil Rights Equity and Inclusion.

Section 3. 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 4. 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:

Approved as to Form

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/28/2026**Submitting Dept**

FINANCE & ADMINISTRATION

Bid #**Contact Name/Phone**

JACOB MILLER X6421

Requisition #**Contact E-Mail**

JMILLER@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SET REVENUE HEARING

Agenda Wording

Setting the public hearing on possible revenue sources for the 2027-28 Biennium budget for October 28, 2026.

Summary (Background)

A City, such as Spokane, that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2027 expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 4, 2026 agenda.

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

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<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>	PICCOLO, MIKE		
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mboston@spokanecity.org		sneal@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 11/18/2026**Submitting Dept**

FINANCE & ADMINISTRATION

Bid #**Contact Name/Phone**

JACOB MILLER X6421

Requisition #**Contact E-Mail**

JMILLER@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2027-28 Biennium Budget for Wednesday, November 4, Wednesday, November 11, and Wednesday, November 18.

Summary (Background)

As part of the budget process, the City Council will hold public hearings on the 2027-28 Proposed Biennium Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The hearings will be held on November 4, 2026, November 11, 2026, and November 18, 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

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<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>	PICCOLO, MIKE		
Distribution List			
jmiller@spokanecity.org		jstratton@spokanecity.org	
mboston@spokanecity.org		sneal@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Reports, Contracts & Claims**Council Meeting Date:** 11/04/2026

CITY OF SPOKANE



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Submitting Dept

MANAGEMENT & BUDGET

Contact Name/Phone

JACOB MILLER X6421

Contact E-Mail

JMILLER@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

2027 PROPERTY TAX ORDINANCE

Date Rec'd

9/16/2026

Clerk's File #

Cross Ref #

Project #

Bid #

Requisition #

Agenda Wording

Adoption of the 2027 Property Tax Ordinance.

Summary (Background)

Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City. The revenue hearing will be held on October 28, 2026, with the ordinance consideration on November 4, 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

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
This is a placeholder ORD pending new construction estimates from the County assessor.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<u>Dept Head</u>	MILLER, JACOB		
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
jmiller@spokanecity.org		jstratton@spokanecity.org	
mboston@spokanecity.org		sneal@spokanecity.org	

ORDINANCE NO. _____

An ordinance updating the annual City of Spokane property tax levy for 2027.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2027, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2026) was \$89,918,859.54 exclusive of administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, and authorized refunds, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the District population is more than 10,000; Now, Therefore,

The City of Spokane does ordain:

Section 1. Regular Levy.

- A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2027 tax year, said increase to be in the amount of \$1,123,985.74, which is a percentage increase of 1.25% from the previous year's actual levy, prior to the inclusion of administrative refunds.
- B. This increase is exclusive of additional revenue in 2027 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law.
- C. Resolution No. 2014-0085 concerning a levy lid lift for improved and integrated streets, passed by the Spokane City Council on July 28, 2014, and approved by the voters in the election of November 4, 2014, replaces the existing \$0.57 property tax assessment for repayment of the 2004 street bond beginning in 2015. The voter approved Measure authorizes a levy lid lift of up to \$0.57 per \$1,000 of assessed valuation, in the first year, resulting in no net increase in the 2015 tax rate. This voter approved levy will remain in effect for 20 years.
- D. Resolution No. 2023-0094 concerning a levy for library services, passed by the Spokane City Council on December 4, 2023, and approved by the voters in the

election of February 13, 2024, provides for an increase in the regular property tax levy in excess of state law beginning in 2025. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.07 per \$1,000 of assessed valuation. This voter approved levy will remain in effect for a period of three years.

- E. Resolution No. 2018-0103 concerning a levy for police and fire personnel and funding crime reduction programs, passed by the Spokane City Council on December 10, 2018 and approved by the voters in the election of February 12, 2019, provides for an increase in the regular property tax levy in excess of state law beginning in 2020. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.30 per \$1,000 of assessed valuation. This voter approved levy will remain in effect in perpetuity.
- F. As stated in Resolution No. 2018-0103, the Public Safety levy lid lift is a Permanent Single Year Levy Lid Lift. Pursuant to RCW 84.55.050(1), the dollar amount collected in 2020 shall be used for the purpose of computing the limitations of the Public Safety lid lift for subsequent levies in 2021 and each subsequent year thereafter.
- G. Resolution No. 2025-0026 concerning a levy lid lift for park improvements and safety, passed by the Spokane City Council on May 5, 2025, and approved by the voters in the election of November 4, 2025. The voter approved Measure authorizes a levy lid lift of \$0.27 per \$1,000 of assessed valuation in the first year, and a 3% annual levy lid limit factor on the regular property tax levy for the years 2027-2031. This voter approved levy will remain in effect for 20 years.
- H. The total regular property tax levy for 2027, including amounts estimated for new construction, annexations, refunds, any other add-ons, inclusive of under-levied or over-levied taxes from prior years, is estimated at \$92,100,000 and is a percentage increase of 2.43% from the previous year's actual levy prior to the inclusion of 2026 administrative refunds. Inclusive of 2026 administrative refunds, the 2027 levy represents a 2.43% increase.

Section 2. Existing GO Bonds.

In the case of the tax levied to raise \$11,565,075 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

Section 3. EMS Levy.

Ordinance C-36175 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 14, 2022 and approved by the voters in the election of April 26, 2022, provides for a levy for six consecutive years beginning in 2023, with the rate in the first year being \$0.50 per \$1,000 of assessed valuation.

- A. As required by RCW 84.55.120, this ordinance must specifically state the dollar increase requested, as well as the percent change from the previous year. For 2027 the City is requesting an increase of \$178,725.01 which is a 1% increase over the 2026 EMS Levy.
- B. This increase is exclusive of additional revenue in 2027 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total EMS levy for 2027, including amounts we have estimated for new construction, annexations, refunds, and other add-ons, is estimated at \$18,100,000 and is a percentage increase of 1.27% from the previous year levy of \$17,872,501.

Section 4. Certification; Filing.

The City Council certifies all information as stated herein. Appropriate City staff are directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

9/16/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 11/18/2026**Submitting Dept**

FINANCE & ADMINISTRATION

Bid #**Contact Name/Phone**

JACOB MILLER X6421

Requisition #**Contact E-Mail**

JMILLER@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SET CIP HEARING

Agenda Wording

Set CIP Hearing for November 18, 2026, for the Citywide Capital Improvement Program 2026-2031. The first reading of the CIP ordinance will be held on November 11, 2026, at which time public testimony will also be taken.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first two years of the Capital Improvement Program are reflected in the 2027-28 biennium budget.

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

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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	
<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>	PICCOLO, MIKE		
Distribution List			
jmiller@spokanecity.org		jstratton@spokanecity.org	
mboston@spokanecity.org		sneal@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Reports, Contracts & Claims**Council Meeting Date:** 10/07/2026

Date Rec'd		9/16/2026	
		Clerk's File #	
		OPR 2026-0201	
		Cross Ref #	
Project #			
Bid #			
Requisition #			
Submitting Dept		CITY ATTORNEY	
Contact Name/Phone		MICHAEL 6237	
Contact E-Mail		MPICCOLO@SPOKANECITY.ORG	
Agenda Item Type		Contract Item	
Council Sponsor(s)		PDILLON BWILKERSON	
Sponsoring at Administrators Request		NO	
Lease? NO		Grant Related? NO	Public Works? NO
Agenda Item Name		OUTSIDE COUNSEL CONTRACT AMENDMENT	

Agenda Wording

Contract amendment with Keating Bucklin & McCormack, Seattle, WA, as outside counsel re the Estate of Joshua Musselman v. City of Spokane, et. al. This amendment will increase the contract by \$100,000 for a total of \$250,000

Summary (Background)

This lawsuit arises from an officer involved shooting.

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? YES			
Total Cost		\$ 100,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 100,000	#	Risk - Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
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	
<u>Dept Head</u>	PICCOLO, MIKE		
<u>Division Director</u>			
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
BAugenthaler@kbmlawyers.com		Zach.Ray@us.davies-group.com	
mpiccolo@spokanecity.org		sdhansen@spokanecity.org	
mdominguez@spokanecity.org			



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of **the Estate of Joshua Musselman v. City of Spokane, et. al.**, and

WHEREAS, additional funds are required, 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 February 26, 2026 and February 27, 2026, any previous amendments 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 August 1, 2026.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**KEATING, BUCKLIN & MCCORMACK,
INC., P.S.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



< Business Lookup

License Information:

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

Entity name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Business name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-221-771

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1201 3RD AVE
STE 1580
SEATTLE WA 98101-3009

Mailing address: 1201 3RD AVE
STE 1580
SEATTLE WA 98101-3009



Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Dec-28-2022
Snoqualmie General Business - Non-Resident				Active	Dec-31-2026	Aug-05-2025
Spokane General Business - Non-Resident	T12110036BL			Active	Dec-31-2026	Mar-11-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AUGENTHALER, BRIAN C.	
BUTLER, AMANDA G.	
CULUMBER, JEREMY W.	
JOLLEY, RICHARD	

Owners and officers**Title**

RAGONESI, SHANNON M

The Business Lookup information is updated nightly. Search date and time:
9/16/2026 10:40:49 AM

Contact us

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Check if your browser is supported





KEATBUC-01

AANJUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2026

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 Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Allmerica Financial Benefit Insurance Company INSURER B: Continental Casualty Company INSURER C: Evanston Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Keating Bucklin & McCormack Inc. PS 1201 3rd Avenue Ste 1580 Seattle, WA 98101	NAIC # 41840 20443 35378

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate	X		Z22J112212	8/10/2026	8/10/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ HIRED AUTO PD ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ \$500 Deductible			Z22J112212	8/10/2026	8/10/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			Z22J112212	8/10/2026	8/10/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		Z22J112212	8/10/2026	8/10/2027	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liab			5096714502	8/10/2026	8/10/2027	Each Claim/Aggregate 7,000,000
C	Excess Professional			MKLV5XLA000680	8/10/2026	8/10/2027	Each Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is included as an additional insured under the general liability per form 822-0001 08 25 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Office of the City Attorney 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 <i>Steven Colson</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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SECTION I – ADDITIONAL INSURED PROVISIONS

A. Automatic Additional Insured Provisions Including Primary and Non-contributory:

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization described in paragraphs 4.a through 4.g. below, whom you agree to add as an Additional Insured.
2. However, the insurance afforded to such Additional Insured described below:
 - a. Only applies to the extent permitted by law.
 - b. Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.
 - c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.
 - d. Will not be broader than coverage provided to any other insured.
 - e. Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
 - f. Does not apply to any person or organization included as an insured by

another endorsement issued by us and made part of this Coverage Part.

3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:
 - a. Required by the applicable written contract, agreement or permit, if any; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

4. Additional Insureds

The following persons or organizations qualify as additional insureds under this endorsement:

The following is added to **SECTION II – WHO IS AN INSURED**:

a. Broad Form Vendors

- (1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- (2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspection, adjustments, tests or

servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) 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 for the vendor;
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained within the exclusion in paragraphs (d) or (f) above; or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (i) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

c. Controlling Interest

Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any "occurrence" that takes place after the equipment lease expires.

g. Manager or Lessor of Premises

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in the premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory, 4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- a. Premises you own, rent, lease or occupy;
- b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;
- c. "Your work" included in the "products-completed operations hazard", but only if:
 - (1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and
 - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. The insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law.
- b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.
- c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.
- d. Does not apply if the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
- e. Will not be broader than coverage provided to any other insured.
- f. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
- h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- i. Does not apply to any lessor of equipment after the equipment lease expires.
- j. Does not apply to any:
 - (1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (2) Managers or lessors of premises if:
 - (a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- k. Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

- 3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph 1. or

- 2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph 1. is replaced by the following:

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. **Damage to Property**, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

C. Broad Form – Property Damage Legal Liability (Damage to Premises Rented to You)

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. **SECTION III – LIMITS OF INSURANCE**, paragraph **6.** is replaced by the following:

6. The Damage to Premises Rented to You – Any One Premises Limit is the most we will pay for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You – Any One Premises Limit:

- a. Is not subject to the General Aggregate Limit described in **SECTION III – LIMITS OF INSURANCE, 2. General Aggregate Limit**; and
- b. Is not subject to the Each Occurrence Limit described in **SECTION III – LIMITS OF INSURANCE, 5. Each Occurrence Limit**.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance**, paragraph **(a)(ii)** is replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. **SECTION V – DEFINITIONS, 9. "Insured contract"**, paragraph **a.** is 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

D. Broad Form Property Damage – Borrowed Equipment, Customers' Goods, Use of Elevators

1. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers' goods" while on your premises.

Paragraphs **(3), (4)** and **(6)** do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

- 1. "Customers' goods" means property of your customer(s) on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.

- 3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS, A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

F. Personal and Advertising Injury – Broad Form

1. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability** is deleted.

2. **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

- (1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

- (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

G. Product Recall Expense

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, n. Recall of Products, Work or Impaired Property** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **3.b.:**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn or recalled.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

4. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY

CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- 5. For the purpose of this endorsement, the following definitions are added to SECTION V – DEFINITIONS:**
- 1. "Covered recall" means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or is reasonably expected to result in "bodily injury" or "property damage".
 - 2. "Product recall expense(s)" means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or

disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

- 6. This Product Recall Expense Coverage does not apply:

- a. If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- b. To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements.

H. Who is an Insured Amended

- 1. **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional services.

- 2. **Insured Employee Extension**

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)**:

With respect to "bodily injury" only, the limitations above do not apply to your "employees" as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

- 3. **Who is an Insured – Subsidiaries**

The following is added to **SECTION II – WHO IS AN INSURED**:

Subsidiaries

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- c. Before you maintained an ownership interest or more than 50% in such subsidiary; or
- d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

4. **Newly Acquired or Formed Organizations – 180 Days**

SECTION II – WHO IS AN INSURED, paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. **Limits of Insurance Amended**

General Aggregate Limits of Insurance Per Location

The following is added to **SECTION III – LIMITS OF INSURANCE**:

A separate Location General Aggregate Limit applies to each "location" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply.

However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

"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.

J. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others to Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”.

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is replaced by the following:

6. Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

L. Unintentional Failure to Notify/Knowledge of an Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph a.:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an “occurrence”, offense, claim or “suit”, solely due to your reasonable and documented belief that the “bodily injury”, “property damage” or “personal and advertising injury” is not covered under this Coverage Part.

Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” of the insured knows about such “occurrence” or offense. Failure of an agent or “employee” of the insured, other than an “executive officer” of the insured, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.

M. Medical Payments – Three Years to Report

SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 1. Insuring Agreement, paragraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

SECTION III – ADDITIONAL CONDITIONS

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

A. Liberalization

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

B. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

C. Insurance Under Two or More Coverages

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, “suit”, “occurrence”, offense, accident, “wrongful act” or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, “suit”, occurrence, offense, accident, “wrongful act” or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION IV – EXCLUSIONS

- A.** The following are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY, 2. Exclusions:**

Access Or Disclosure Of Confidential Or Personal Material Or Information

Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including:

- (1) Patents, trade secrets, processing methods, customer lists;
- (2) Financial information, credit card information;
- (3) Health information, biometric information; or
- (4) Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

Aircraft Products, Grounding and Testing

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (a) "Aircraft products" or reliance upon any representation or warranty made with such product;
 - (b) The "grounding" of any aircraft; or
 - (c) The "testing" of any aircraft.
- (2) For purposes of this Exclusion, the following definitions apply:
 - (a) "Aircraft Products" means:
 - (i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;
 - (ii) Aircraft and any ground support or control equipment used in connection therewith;
 - (iii) Any product provided by the insured and installed or used in connection with any aircraft;
 - (iv) Any tooling used in respect to any aircraft;
 - (v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;
 - (vi) Any advice, service or labor supplied with any aircraft; or
 - (vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

- (b) "Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:

- (i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or

- (ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

"Grounding" shall be deemed to commence on the date of an "occurrence" which discloses the necessity of "grounding" or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

- (c) "Testing" means examination, observation, evaluation or measuring of the performance of "aircraft products", while either in the air or on the ground.

Cyber Content Incident

"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of or as a consequence of a "cyber content incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber content incident".

Cyber Incident Exclusion

"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of or as a consequence of a "cyber incident". This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

- (1) By any insured; or
- (2) On behalf of any insured; or
- (3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

- (4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
- (5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (6) Supervisory, inspection or engineering services;
- (7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;
- (8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Services in the practice of pharmacy;
- (11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

Unmanned Aircraft

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph applies even if the claims against any insured allege negligence or other

wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

- (a) The use of another's advertising idea in your "advertisement"; or
 - (b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- (2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:
- "Unmanned aircraft" means an aircraft that is not:
- (a) Designed;
 - (b) Manufactured; or
 - (c) Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.
- Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:
- (a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
 - (b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
- (2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in paragraph (1) above, including but

not limited to the European Union's General Data Protection Regulation.

B. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions:

Nuclear Energy Liability

(1) "Bodily injury" or "property damage":

- (a)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (i)** Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (ii)** The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under COVERAGE C – MEDICAL PAYMENTS, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

- (a)** The "nuclear material":
 - (i)** Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (ii)** Has been discharged or dispersed therefrom;
- (b)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed,

stored, transported or disposed of by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(4) As used in this exclusion:

- (a)** "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (b)** "Hazardous properties" include radioactive, toxic or explosive properties;
- (c)** "Nuclear facility" means:
 - (i)** Any "nuclear reactor";
 - (ii)** Any equipment or device designed or used for:
 - 1)** Separating the isotopes of uranium or plutonium;
 - 2)** Processing or utilizing "spent fuel"; or
 - 3)** Handling, processing or packaging "waste";
 - (iii)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (iv)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- (d)** "Nuclear material" means "source material", "special nuclear material" or "by-product material";
- (e)** "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

- (f) "Property damage" includes all forms of radioactive contamination of property.
- (g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (j) "Waste" means any waste material:
 - (i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - (ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (i) and (ii) of the definition of "nuclear facility".

C. Amended Exclusion With Coverage Extension

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft is replaced by the following:

g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This paragraph **g.** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph **g.** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 51 feet long; and

- (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned-aircraft") or watercraft; or
- (e) "Bodily injury" or "property damage" arising out of:
 - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
 - (ii) The operation of any of the following machinery or equipment:
 - 1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- (f) An aircraft (other than "unmanned aircraft") that is:
 - (i) Chartered by, loaned to, or hired by you with a paid crew; and
 - (ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

A. SECTION V – DEFINITIONS, 3. "Bodily injury", 16. "Products – completed operations hazard", and 17. "Property damage" are replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 16. "Products – completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION VI – ADDITIONAL DEFINITIONS

A. The following definitions are added to **SECTION V – DEFINITIONS**:

- 1. "Cyber content" means the electronic display, electronic transmission or electronic dissemination of information through any network or through an insured's system, including through email or an insured's internet website.
- 2. "Cyber content incident" means the alleged or actual unintentional and unauthorized:
 - a. Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;
 - b. Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;
 - c. Invasion or interference with the right of publicity including name, persona, voice or likeness; or
 - d. Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;
 resulting directly from "cyber content" of the insured entity.

3. "Cyber incident" means any:

- a. Unauthorized access to or use of any computer system;
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation;
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or
- d. Alleged or actual unintentional and unauthorized:

- (1) Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;
 - (2) Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;
 - (3) Invasion or interference with the right of publicity including name, persona, voice or likeness; or
 - (4) Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;
- resulting directly from "cyber content" of the insured entity.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



KEATBUC-01

AANJUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2026

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 Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Keating Bucklin & McCormack Inc. PS 1201 3rd Avenue Ste 1580 Seattle, WA 98101	NAIC # 20443

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	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Professional Liability			5096714502	8/10/2026	8/10/2027	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Each Claim/Agg \$ 7,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Primary Professional Liability - Continental Casualty Company
\$7,000,000 Each Claim/\$7,000,000 Aggregate

Excess Professional Liability - Evanston Insurance Company
\$5,000,000 Each Claim/\$5,000,000 Aggregate (Excess of 7M)

Excess Professional Liability - Berkley Insurance Company
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Office of the City Attorney 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
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Hub International Northwest LLC		NAMED INSURED Keating Bucklin & McCormack Inc. PS 1201 3rd Avenue Ste 1580 Seattle, WA 98101
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
\$5,000,000 Each Claim/\$5,000,000 Aggregate (Excess of 12M)

Excess Professional Liability - Northfield Insurance Company
\$3,000,000 Each Claim/\$3,000,000 Aggregate (Excess of 17M)

Total Limits \$20,000,000 Each Claim/\$20,000,000 Aggregate
Deductible: \$25,000 Aggregate



CITY OF SPOKANE

CONTRACT AMENDMENT

**Title: CLEAN BUILDING ACT (CBA)
COMPLIANCE ASSURANCE SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **HE SOLUTIONS, LLC, dba CUSTOM ENERGY**, whose address is 2818 North Sullivan Road, Suite 100, Spokane Valley, Washington 99216, (the "Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract, as defined below, wherein the **Consultant** agreed to provide for the City Clean Building Act (CBA) Compliance Assurance Services; and

WHEREAS, modifications have been requested, requiring the original Contract 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 December 8, 2025 and December 10, 2025, and including any previous amendments, addendums, extensions, or 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 20, 2025 and shall run through December 31, 2027.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include an additional site, Rock Point East as set forth in Consultant's Proposal dated September 1, 2026 attached hereto.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$88,829.00)**, plus

applicable sales tax, 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.

**HE SOLUTIONS, LLC, dba
CUSTOM ENERGY**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Amendment:

Consultant's Proposal dated September 1, 2026



HESOLUT-01

CWHEELER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2025

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 Acrisure West Insurance Services, LLC 1950 W Corporate Way #1 Anaheim, CA 92801-5373	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Palomar Excess and Surplus Insurance Company		16754
INSURER B: Progressive Commercial Casualty Company		12879
INSURER C: Underwriters at Lloyd's, London (NAIC#:32727)		32727
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

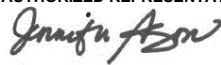
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	PES-GL-01-1634	8/9/2025	8/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			00286649-2	9/12/2025	9/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PES-XS-01-6280	8/9/2025	8/9/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab			PSO0240463183	8/8/2025	8/8/2026	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is additional insured per the attached endorsement #CG2010 0704. Coverage is Primary and Non-Contributory per the attached endorsement #CG2001 0413. Waiver of Subrogation applies per the attached endorsement #CG2404 1093.

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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 11, 2026

WA UBI No.	605 285 836
L&I Account ID	395,135-00
Legal Business Name	H E SOLUTIONS LLC
Doing Business As	H E SOLUTIONS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	CUSTOEC772NJ
License Expiration	08/16/2027

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

< Business Lookup

License Information:

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

Entity name:	H.E. SOLUTIONS, LLC
Business name:	H.E. SOLUTIONS
Entity type:	Limited Liability Company
UBI #:	605-285-836
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	12825 E MIRABEAU PKWY STE 202 SPOKANE VALLEY WA 99216-1617
Mailing address:	12825 E MIRABEAU PKWY STE 202 SPOKANE VALLEY WA 99216-1617
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 c
Franklin County General Business - Non-Resident	3605			Active	Jul-31-2027	Jul-06-2023
Pasco General Business - Non-Resident	41218			Active	Jul-31-2027	Jul-26-2023
Spokane General Business - Non-Resident				Active	Jul-31-2027	Jul-06-2023
Spokane Valley General Business				Active	Jul-31-2027	Jul-11-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
---------------------	-------

Owners and officers	Title
JAMES, LAURA	

Registered Trade Names

Registered trade names	Status	First issued
CUSTOM ENERGY	Active	Jun-17-2024
CUSTOM ENERGY CONSULTANTS	Active	Jul-14-2023
H.E. SOLUTIONS	Active	Jul-06-2023

The Business Lookup information is updated nightly. Search date and time: 8/4/2026 8:40:34 AM

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CUSTOM ENERGY

City of Spokane

Clean Buildings Performance Standards Compliance Services

9/1/2026



TABLE OF CONTENTS:

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PROJECT UNDERSTANDING	2
EXPERIENCE & QUALIFICATIONS	4
FEATURED PROJECTS	5
PRICING & FEE SCHEDULE	6

9/1/2026

Jeff Teal
City of Spokane

RE: Clean Building Performance Standards (CBPS) Compliance Services

Dear Jeff:

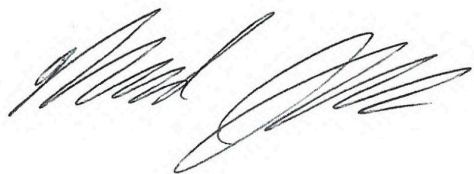
Custom Energy was founded with a unique approach to assisting building owners in navigating the Washington State Clean Buildings Performance Standards (CBPS), often without the need for large capital projects. The attached information showcases our distinctive areas of expertise, abilities, and qualifications, all specifically tailored for City of Spokane.

We have successfully delivered turnkey CBPS compliance services for dozens of clients, including school districts, counties, and privately held companies. Our ability to provide comprehensive energy solutions and our dedication to exceeding client expectations have earned us selection via the Statement of Qualifications (SOQ) process by multiple public agencies, including the City of Spokane, Franklin County, Skagit County, Okanogan County, and Klickitat County.

As a **Woman-Owned, Small Business Enterprise** (#W2F0028912), **Custom Energy is also Washington State's only qualified WBE Energy Services Company (ESCO)**. We have successfully helped our clients apply for and receive Energy Efficiency Grants (EE-024), Clean Buildings Performance Grants (CBPG-024), and other grant and incentive programs to offset the cost of energy audits and improvements required by the CBPS.

We are excited about the opportunity to bring our expertise, experience, and dedication to your organization. We look forward to collaborating with you to create a more energy-efficient and sustainable future. Please feel free to reach out if you have any additional questions for our team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael James'.

Michael James, PE, CEM, LEED AP
Principal-in-Charge
Custom Energy
mike@custom-energy.com

A handwritten signature in black ink, appearing to read 'Gary Roylance'.

Gary Roylance
Business Development Manager
Custom Energy
gary@custom-energy.com

PROJECT UNDERSTANDING

We understand that the potential Scope of Services required to perform and complete with City of Spokane may include, but is not limited to, the following:

TIER 1 INVESTMENT COMPLIANCE DOCUMENTATION

- Validate Energy Benchmarking:
 - Ensure Energy Star Portfolio Manager (ESPM) sites are accurate, correct meters are connected to each building, and EUI is correct for each building
- Access Owner Portal:
 - Ensure all building data is correct including parcel numbers, square footage, etc.
 - Connect portal with Energy Star Portfolio Manager (ESPM)
- Conduct ASHRAE 2 Energy Audits in accordance with ASHRAE and CBPS requirements:
 - Include all ASHRAE and CBPS requirements for ASHRAE 2 energy audit
 - Complete site visits and collect field measurements and data as needed to support savings and LCCA calculations
 - Complete energy savings calculations
 - Draft a report
 - Report will satisfy the requirements of ASHRAE and the CBPS
 - Review findings and draft report with stakeholders
 - Revise and finalize report, submit electronically
- Complete Compliance Forms A-F
- Complete an Energy Management Plan (EMP) and EMP Reporting Tool
- Complete an Operations and Maintenance (O&M) Plan and O&M Plan Reporting Tool
- Submit successful CBPS Compliance application through the Portal
- All additional Dept. of Commerce / State Agency reporting or data input / tracking required under the CBPS

Custom Energy was selected as an Energy Services Company (ESCO) in April 2025,

following a rigorous screening and interview process that recognized our proven expertise and commitment to delivering high-quality energy solutions. As a trusted ESCO, Custom Energy has provided turnkey CBPS compliance services for dozens of clients, including school districts, counties, and privately held companies across Washington State.

Our selection through the SOQ process is a clear testament to the strength of our work and trusted reputation. Public agencies such as the City of Spokane and Franklin, Skagit, Okanogan, and Klickitat Counties have confidently chosen us to deliver results.

As a full-service ESCO, Custom Energy has the capacity and resources to provide comprehensive energy project development and implementation. This includes scalable pricing, tailored solutions, and system upgrades as needed to optimize project performance and sustainability. Our established track record with both public and private clients ensures a seamless process from initial assessment to project completion.

Custom Energy remains committed to delivering exceptional value, energy efficiency, and long-term sustainability for our partners.

EXPERIENCE & QUALIFICATIONS

RELEVANT EXPERIENCE OF FIRM & STAFF

Custom Energy is a unique voice in the energy space. A licensed engineering firm and fully licensed and bonded general contractor, we are not pushing an agenda. We understand the CBPS legislation, and we work tirelessly to help our clients achieve their goals and gain compliance with the CBPS. The number of clients we are supporting, our understanding of the CBPS law, and the quality of the deliverables we produce are unmatched.

Custom Energy is dedicated to advocating for building owners and helping them achieve compliance. We pride ourselves on taking care of our customer and always leaving them in a better situation than we found them. From initial conversations through completion of our services, we will serve as City of Spokane's advocate ensure your buildings comply with all CBPS requirements.

PROACTIVE RESPONSE TO ISSUES & PROJECT SCOPE CHANGES

Custom Energy is a Spokane-based firm with 24 employees that are dedicated solely to performing CBPS-related work. This means that all decisions are made locally and without any bureaucracy.

Custom Energy has the largest and most skilled team in the Pacific Northwest specializing in energy-based legislation as our core business. We understand the current law and have navigated all legislated changes to the CBPS without issuing a single change order to our clients unless the client increased the scope of work of the project.

ADDITIONAL QUALIFICATIONS

A Woman-Owned, Small Business Enterprise (#W2F0028912), DES ESCO partner, Custom Energy is licensed to do business in the State of Washington, providing comprehensive services related to the CBPS.

TEAM COMMITMENT & AVAILABILITY

Our team is highly experienced in providing CBPS-related services for our clients. We hereby commit that we will assign a dedicated staff to perform the services requested by City of Spokane associated with this proposal.

FEATURED PROJECTS

NUMERICA CREDIT UNION

Custom Energy performed Retro-commissioning and retro-balancing of existing HVAC systems for energy savings and improved performance. The existing HVAC equipment and systems were found to be in good condition, even though the building was failing the CBPS. This project has reduced energy use by 24%, allowing the building to achieve compliance with the CBPS.

KHQ-TV STUDIO, SPOKANE

Custom Energy has provided complete CBPS services from Benchmarking, ASHRAE 2 Audit, and Portal submission. Custom Energy also helped secure funding through CBPG program.

ROCKWOOD RETIREMENT COMMUNITIES

Rockwood Retirement selected Custom Energy through a professional referral and recommendation. All investment pathway activities for Rockwood's South Hill campus have been completed. In addition, Custom Energy is currently completing the Meets EUIt pathway activities for Rockwood's Whitworth campus.

SPOKANE PUBLIC SCHOOLS

Spokane Public Schools selected Custom Energy through an competitive RFQ process. We have completed benchmarking and developed a comprehensive CBPS compliance strategy for all SPS-owned buildings. This project includes 32 ASHRAE Level 2 Energy Audits, and 57 total EMPs, O&Ms, Compliance Forms, and submissions through the Portal.

MEAD SCHOOL DISTRICT

Mead School District selected Custom Energy through an RFP process. We have completed an ASHRAE Level 2 Energy Audit for all seven failing Tier 1 buildings owned by the District, secured an EE-024 grant, secured Tier 1 Energy Audit incentive, and reviewed all EMP and O&M work completed in-house by District personnel.

SPOKANE COLLEGES

Custom Energy completed Energy Benchmarking and developed a multi-year Clean Building strategy for Spokane Community College and Spokane Falls Community College. Both campuses are passing, and Custom Energy will complete Path 1 "Meeting the EUIt". Available incentives through WA Commerce will cover 95% of Custom Energy's cost to perform the required work.



We interviewed multiple firms and ultimately selected Custom Energy based on their understanding of the Clean Buildings Performance Standards and their attention to details and customer service. Custom Energy gave us options on how best to proceed, as some of the buildings in our District were failing the CBPS. They identified creative approaches and gave us options to determine the most cost-effective path to achieve compliance for our facilities."

Greggory Fultz
Director of Maintenance & Capital Projects
Othello School District

FEE SCHEDULE & PRICING

FEE SCHEDULE

Custom Energy will invoice monthly based on progress up to the milestone completion percentages listed below. Payment terms are net 30 from the date of invoice. Fee is lump-sum and will be invoiced in accordance with the Pricing table below.

The Owner and Custom Energy agree that the following milestones represent certain levels of completion for the EMP, O&M, and Compliance Forms.

- Site Walk: 50% completion
- Draft documents submitted to Owner: 80% completion
- Final documents submitted to Owner: 100% completion

PRICING

Building Name	Square Feet	Tier	ASHRAE 2 Energy Audit	EMP	O&M Plan	Forms A-C	Forms D&F	Fee/Building
Rock Point East	282,600	1	\$71,747	\$4,698	\$7,687	\$2,135	\$2,562	\$88,829

Total Price **\$88,829**

Total Cost to City of Spokane \$88,829

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/22/2026**Committee Agenda type:** Reports, Contracts & Claims**Council Meeting Date:** 10/07/2026

CITY OF SPOKANE



Agenda Sheet for City Council:

Committee: Finance & Administration

Date: 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/07/2026

Submitting Dept

FINANCE & ADMINISTRATION

Contact Name/Phone

MATT BOSTON X6820

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

AMENDMENT TO THE FOSTER AND GARVEY PC CONTRACT

<u>Date Rec'd</u>	9/16/2026
<u>Clerk's File #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Agenda Wording

This amendment will add \$50,000 to the existing Foster & Garvey PC contract which provides legal services and advice to the City regarding planning and land use issues.

Summary (Background)

The City is requiring additional legal services regarding planning and land use issues as it evaluates a possible building purchase.

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		\$ 50,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 50,000	#	0020-88100-18900-54105-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reallocation	
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	
<u>Dept Head</u>	STRATTON, JESSICA		
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mboston@spokanecity.org		sneal@spokanecity.org	
william.lenz@foster.com			



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **City of Spokane**, a Washington municipal corporation (the "City"), and **Foster Garvey, PC.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington, 99201 (the "Firm"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding Planning and Land Use issues, and

WHEREAS, additional funds are required, 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 February 18, 2026 and February 19, 2026, any previous amendments 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 July 1, 2026.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original Contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

FOSTER GARVEY, PC

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:

N/A

26-261



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2026

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 N/A Insurer: Attorneys' Liability Assurance Society Ltd., A Risk Retention Group (ALAS) 10 South Riverside Plaza, Suite 1100 Chicago, IL 60606	CONTACT NAME: J. Michael Hearon	
	PHONE (A/C, No, Ext): (312) 697-6900 FAX (A/C, No):	
	E-MAIL ADDRESS: jmhearon@alas.com	
INSURED Foster Garvey P.C. 1111 Third Avenue Suite 3000 Seattle, WA 98101-3299	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Attorneys' Liability Assurance Society Ltd.,	15445
	: A Risk Retention Group	
	INSURER C:	
	INSURER D:	
	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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	N	LPL-1209-2026	1/1/2026	1/1/2027	\$50M per claim/ \$100M annual aggregate

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Retention - \$500,000 per claim/\$1,000,000 aggregate

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

J. Michael Hearon, Senior Underwriting Counsel, ALAS Ltd., RRG

FOR INFORMATIONAL PURPOSE-PROFESSIONAL LIABILITY ONLY

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/29/2026

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.

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PRODUCER USI Insurance Services, LLC 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Sheliah Massoth PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: sheliah.massoth@usi.com																					
INSURED Foster Garvey P.C. 1111 Third Avenue, Ste 3000 Seattle, WA 98101	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Federal Insurance Company</td><td>20281</td></tr> <tr> <td colspan="2">INSURER B : Chubb National Insurance Company</td><td>10052</td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Federal Insurance Company		20281	INSURER B : Chubb National Insurance Company		10052	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	36098001	07/01/2026	07/01/2027	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 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73666134	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	X	X	56746751	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71897310	07/01/2026	07/01/2027	☒ 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)

Description of Operations: The City of Spokane, its elected officials, officers and employees are named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-0000

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

Gary D. Patterson

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< **Business Lookup**

License Information:

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Entity name:	FOSTER GARVEY P.C.
Business name:	FOSTER GARVEY P.C.
Entity type:	Professional Service Corporation
UBI #:	600-062-971
Business ID:	001
Location ID:	0004
Location:	Active
Location address:	618 W RIVERSIDE AVE STE 300 SPOKANE WA 99201-5102
Mailing address:	1111 3RD AVE STE 3000 SEATTLE WA 98101-3296



Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Jan-31-2027	Dec-04-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DEUTSCH, BRADLEY	
ETTER, WILLIAM	
FLICHTBEIL, SCOTT	
NELSON, JOHN	
SHUKIS, DIANA	
STONE, RAFAEL	
WEST, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
FOSTER GARVEY P.C.	Active	Dec-04-2020
FOSTER GARVEY PC	Active	Apr-30-2020

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/3/2026 8:27:52 AM

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