

**Public Infrastructure, Environment, and Sustainability (PIES) Committee**  
**Agenda for 1:15 p.m. Monday, September 26, 2022**

The Spokane City Council's PIES Committee meeting will be held at **1:15 p.m. September 26, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; 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 Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 4<sup>th</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

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

**AGENDA**

**I. Call to Order**

**II. Approval of Minutes**

- [August 22, 2022 PIES Meeting](#)

**III. Discussion Items**

- Avista Presentation on Wildfire Resiliency in Urban Wildland Interface – Melanie Rose (10 minutes)
- [UDPDA Update – Juliet Sinisterra \(5 minutes\)](#)
- [2022 Amendment to Airway Heights Emergency Water Agreement – Marlene Feist \(10 minutes\)](#)
- [Utility Billing System Update – Corin Morse \(15 minutes\)](#)
- [SBOs Addressing Solid Waste Financial Needs – Chris Averyt \(15 minutes\)](#)
- [RCW Incorporation Ordinance – Lauren Beattie \(5 minutes\)](#)
- [Trent Shelter Service Provider Contract – Jenn Cerecedes \(10 minutes\)](#)
- [Regional Law Enforcement Training Facility Resolution – CM Zappone \(5 minutes\)](#)

**IV. Consent Items**

1. [Parametrix On-call Contract Amount Increase \(Engineering\)](#)
2. [Value Blanket for SA Premier Crack Sealant \(Streets\)](#)
3. [Contract for Stormwater Wastewater Analysis \(Riverside Park Water Reclamation Facility\)](#)
4. [Intermountain Infrastructure Franchise Agreement \(Legal\)](#)
5. [Ecology Stormwater Grants Applications \(ICM\)](#)
6. [Hiring a Consultant for Project Design \(Engineering\)](#)
7. [Agreement with Spokane Arts for Street Mural and Community Crosswalk Programs \(ONS\)](#)
8. [2023 Downtown Business Improvement District Special Assessment \(Planning\)](#)
9. [2023 East Sprague Business Improvement District Special Assessment \(Planning\)](#)
10. [Install Remote Controls and Monitoring at CSO 24, 26, & Springfield Lift Station \(Engineering\)](#)

11. Tofsrud – Wrongful Termination (Legal)
12. Cedar Road Speed Reduction (Streets)
13. Contract for Emergency Tipping Floor Repairs at the WTE (Solid Waste Disposal)
14. Contract for Air Quality Emissions Testing at the WTE (Solid Waste Disposal)
15. VB Renewal for the Purchase of Boiler Tubes at the WTE (Solid Waste Disposal)
16. Contract Renewal for Mechanical Repairs at the WTE (Solid Waste Disposal)
17. Contract Renewal for On-site Valve Repair Services at the WTE (Solid Waste Disposal)
18. RPWRF Hypo Tanks Repair and Modification (Riverside Park Water Reclamation Facility)

V. **Executive Session**

Executive Session may be held or reconvened during any PIES Committee meeting.

VI. **Adjournment**

**Next PIES Committee meeting**

The next meeting will be held at the regular date and time of 1:15 p.m. October 24, 2022.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mpiccolo@spokanecity.org](mailto:mpiccolo@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Infrastructure, Environment, and Sustainability (PIES) Committee**  
**August 22, 2022**

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**Call to Order:** 1:18pm

Recording of the meeting may be viewed here: <https://vimeo.com/742046147>

**Attendance**

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair), CP Beggs, CM Stratton, CM Cathcart, CM Wilkerson and CM Zappone.

Staff/Others Present:

Marlene Feist, Hannahlee Allers, Garrett Jones, Dan Buller, Marcia Davis, Colin Naake, John Hall, Clint Harris, Mike Piccolo, Inga Note, Pamela Parr, Raylene Gennett, Matt Boston, Kelly Thomas, Giacobbe Byrd and Nicolette Ocheltree.

**Approval of Minutes**

➤ **Action taken**

CM Bingle moved to approve the minutes of the July 25, 2022 meeting; the motion was seconded by CM Wilkerson. The minutes were approved unanimously.

**Agenda Items**

**Discussion items**

1. Centennial Trail to Ben Burr Connection – Dan Buller

➤ **Action taken**

CM Kinnear, CP Beggs, and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.

2. Resolution Approving the Felts Field Airport Layout Plan – CP Beggs

➤ **Action taken**

CP Beggs and CM Wilkerson and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.

3. Vulnerability Assessment for Yellowstone Pipeline – Marcia Davis

➤ **Action taken**

Presentation and discussion only, no action was taken.

4. Tourism Promotion Area Presentation – Mike Piccolo

➤ **Action taken**

CM Zappone and CM Cathcart agreed to sponsor this item to move forward for formal Council consideration.

5. Impact Fee Discussion – Inga Note
  - Action taken  
Presentation and discussion only, no action was taken.
6. Funding to Support Fluoridation Engineering Study – Marlene Feist
  - Action taken  
Presentation and discussion only, no action was taken.
7. Street Micro Surfacing Projects Update – Clint Harris
  - Action taken  
Presentation and discussion only, no action was taken.
8. Allocating Homeless Dollars to Pending Projects – CP Beggs
  - Action taken  
Presentation and discussion only, no action was taken.

#### Consent items

1. On-call Consultant Contracts for Engineering Services (Engineering)
2. Wastewater Treatment Plant/RPWRF HVAC Preventative Maintenance (RPWRF)
3. Nevada Well Station Rehabilitation Study (ICM)
4. Master Value Blanket Order with Fastenal for Inventory Management Services (Purchasing)
5. Industrial Access-Contract award for stack repairs at the WTE (Solid Waste Disposal)
6. IIA Services-Contract award for ultrasonic thickness testing at the WTE (Solid Waste Disposal)
7. Eljay Oil-Value Blanket renewal for ultra-low sulfur #2 dyed diesel and supporting equipment at the WTE (Solid Waste Disposal)
8. Eljay Oil-Value Blanket renewal for lubrication products at the WTE (Solid Waste Disposal)
9. Onsite Chlorine Feasibility Study (ICM)
10. Value Blanket for Traffic Signal / Luminaire Standards (Streets)
11. Value Blanket for Traffic Signal Control Cabinets (Streets)
13. 2023 Pedestrian Focused Projects (Engineering Services)
14. Cochran Basin Stormwater Projects (Engineering Services)
15. Purchase of F150 Lightnings (Fleet Services)
16. Pre-Approval Purchase of Truck and Trailer (Fleet Services)
17. Value Blanket (VB) for Misc Automotive Parts (Fleet Services)
18. VB for Automotive Filters (Fleet Services)
19. VB for Tire Chains (Fleet Services)
20. VB for Purchase of Automotive Batteries (Fleet Services)
21. Rate Structure Analysis Contract Renewal (Wastewater Management)
22. 5100-SBO for Street Department Flusher Trucks (Fleet Services)
23. Youth Homeless Demonstration Project (YHDP) Funds Acceptance and Disbursement (CHHS)

24. Contract Extension for the Processing of Recyclables at Waste Management's SMaRT Center (Solid Waste Collection)

**Executive session**

None.

**Adjournment**

The meeting adjourned at 2:49 p.m.

**Prepared by:**

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

**Approved by:**

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CM Lori Kinnear  
PIES Committee Chair



UNIVERSITY  
DISTRICT

## City Council – PIES Update

Monday, September 26, 2022, 1:00 PM, Council Chambers

## UDDA BOARD

## UDPDA BOARD

### UDDA Executive Committee *Budget & Finance Review*

#### Development Committee *Capital Priorities & Budget*

University Capital Development (4-5)  
Energy, Infrastructure, Transportation (2-3)  
Real Estate/Development (2)  
Culture & Placemaking (2)  
Design/Planning (2)  
City Staff

#### Business Committee *Parking Planning, Security & Clean/Green*

Large Business and/or Property Owner (2)  
Small Business and/or Property Owner (2)  
Financial Institutions (2)  
Non-Profit (2)  
University Parking Management Staff  
(3-4)  
City Staff

# 2023 New Members & Officers

## **UDDA New Board Members:**

- Susan Stacey, Providence
- Greg Repetti, Multicare
- Emilie Cameron, DSP
- Alicia Barbieri, Goodale & Barbieri
- Colleen Fuchs, Joya Child and Family Development
- Chuck Murphy, Gonzaga University
- Dennis Wagner, Numerica CU

## **UDDA Executive Committee:**

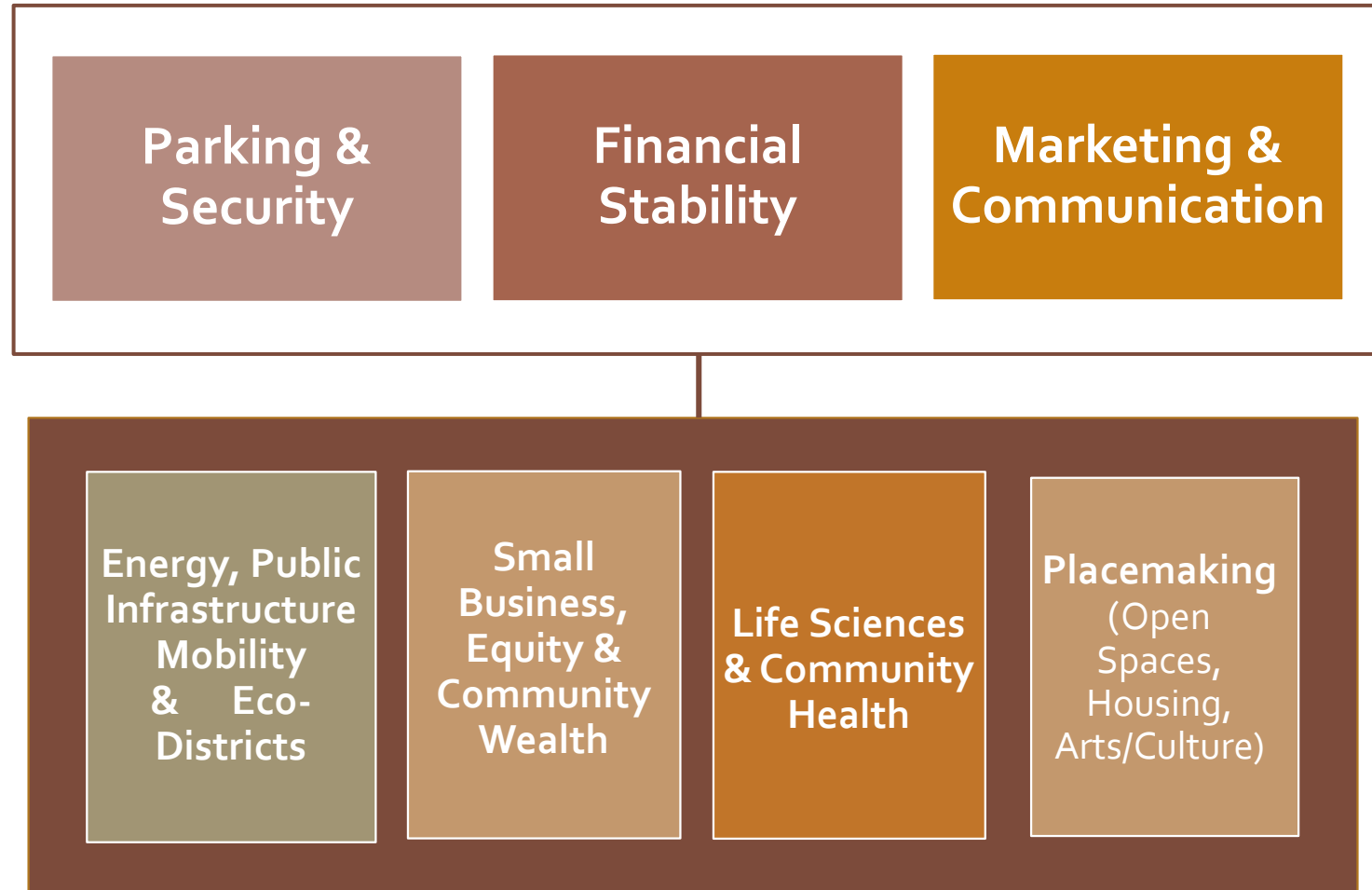
- Teresa Dugger, Chair
- Lindsey Myhre, Treasurer and Past Chair
- Greg Repetti, Secretary
- Chuck Murphy, Development Committee Chair
- Dennis Wagner, Business Committee Chair
- Bill Bouten, Vice Chair

## **UDPDA Members:**

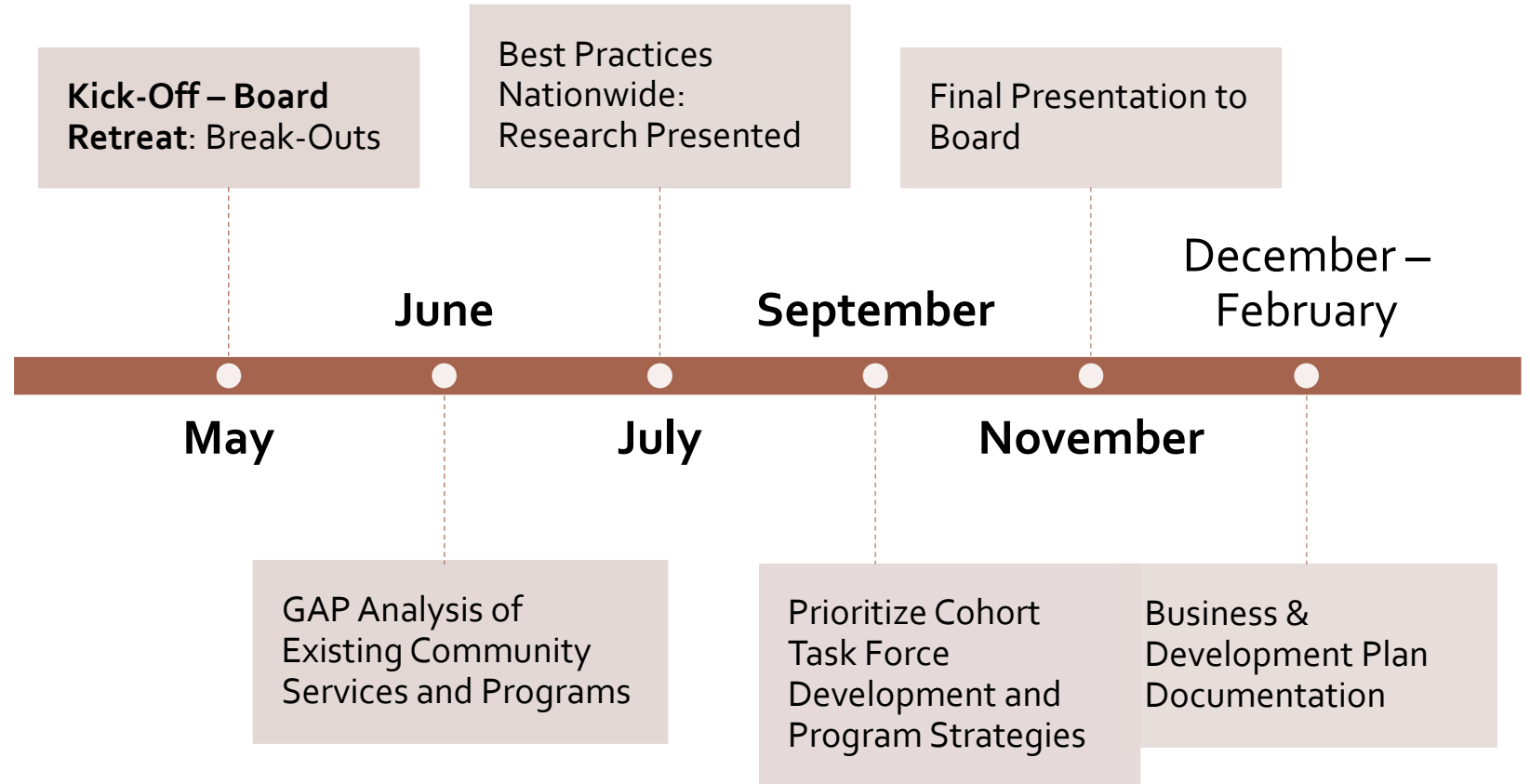
- Teresa Dugger, Chair
- Mary Kuney, Treasurer
- Lindsey Myhre, Past Chair
- Katy Sheehan, Secretary
- Steve MacDonald
- Breean Beggs
- Juliet Sinisterra



# UDRA Business & Development Plan Update



# UDRA Business & Development Plan Update



# 400-Block Updates

- 400-Block RFP released Sept 12
- Key Components:
  - Mixed-Income Housing
  - Ground and Second-Floor Commercial Uses
  - Entrepreneurial Incubation Center that Supports a Diversity of University Programs and Business Start-Ups
  - Rooftop Activation via Publicly Accessed Uses



University District Public Development  
Authority (UDPDA)



**invitation  
to propose.**

**SOUTH UNIVERSITY  
DISTRICT 400-BLOCK  
CATALYTIC  
DEVELOPMENT  
PROJECT**

#### CONTACT

Office: 509.255.8038  
info@spokaneudistrict.org  
[www.spokaneudistrict.org](http://www.spokaneudistrict.org)

#### MAILING

120 N Pine St, Ste 292  
Spokane WA 99202

#### PUBLICATION DATE

September 12, 2022

#### SUBMISSION DEADLINE

By 4:00 PM Pacific  
October 24, 2022

# Life Sciences Industry Market Study

- GSI along with Spokane UDDA, S3R3, Evergreen Bioscience, and HSSA received **\$50,000 in County ARPA dollars**
- **GSI issuing RFP this Fall**
- **Stakeholders to meet**
- Following are the proposed focus areas:
  - ***Talent Pipeline*** (How competitive are we?) What are the best practices for community and technical colleges and universities as partners with K-12 schools and industries?
  - Industry Depth - are there any gaps in our institutional research facilities and programs?
  - Evaluate our ***institutional presence*** in the national Life Sciences markets
  - ***Lab Real Estate Dynamics***: Are we poised to capture greater industry momentum, how viable is our existing commercial lab market? Where are the holes?
  - Innovation – how easily are we ***capturing venture capital*** dollars?
  - **Similar Market Comparisons** – US and Canada
  - What are the opportunities to leverage new **federal initiatives such as the Biotechnology and Biomanufacturing Institute**



# INNOVATIVE URBANISM SYMPOSIUM

## Other Developments

- Planning an Annual Innovative Urbanism Symposium with Spokane AIA for March 2023. Housing to be first topic.
- Helped to support a Community Visioning Workshop around a centrally located Environmental Learning and Cultural Center.
- Discussing with The Community School and SPS Leadership a possible UD location.



Spokane Environmental Learning & Culture Center





## Committee Agenda Sheet

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

<b>Submitting Department</b>	Public Works Division
<b>Contact Name &amp; Phone</b>	Marlene Feist (509) 625-6505
<b>Contact Email</b>	mfeist@spokanecity.org
<b>Council Sponsor(s)</b>	Council Member Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>10 mins</u>
<b>Agenda Item Name</b>	2022 Amendment to Airway Heights Emergency Water Agreement
<b>Summary (Background)</b>	<p>City of Spokane has been providing emergency water service to Airway Heights due to contamination in Airway Heights groundwater source for drinking water since the contamination was discovered in 2017.</p> <p>On April 12, 2018, the City approved an agreement to provide the City of Airway Heights (AH) with additional short-term supplemental emergency water in the amount of 1,400 gpm. The agreement included a two-year initial term with 3 one-year extensions.</p> <p>Water overall is limited in the two water pressure zones (SIA &amp; West Plains) that serve AH at this time. Delivery of additional water is possible in the future with the completion of infrastructure improvements. Airway Heights has interest in additional water from Spokane, at least until they are able to develop a long-term or permanent solution for water supply.</p> <p>The City and Airway Heights have reached consensus on an update to our agreement. The update would:</p> <ul style="list-style-type: none"> <li>Extend the current emergency provisions previously negotiated.</li> <li>Include the last year of the 3 one-year extensions of the original agreement and an additional 3-year term.</li> <li>Provide for close collaboration and cooperation for the life of the agreement.</li> <li>Provide for Airway Heights' support for efforts to gain grants or loans for the West Plains booster station.</li> <li>Provides for Airway Heights to contribute \$87,884.72 for flow modeling, concept designs and cost estimates associated with Spokane's ability to provide continued and increased water supply to Airway Heights.</li> <li>Commits Spokane to evaluate future funding, capacity and water rates.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approve an amendment & extension of the Spokane-Airway Heights water supply agreement in October 2022.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	

Expense Occurrence ☐ One-time ☒ Recurring

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

### **Operations Impacts**

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, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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 – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.



**City of Spokane**

**#3 of 3 Extension of the Amended Water Supply Agreement between City of Spokane and City of Airway Heights &  
1<sup>st</sup> Amendment to the Amended Water Supply Agreement between City of Spokane and City of Airway Heights**

This Extension of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement ("Extension") and 1<sup>st</sup> Amendment of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement ("1<sup>st</sup> Amendment") is made and entered into by and between the **City of Spokane** ("City" or "Spokane"), a Washington municipal corporation, and **City of Airway Heights**, whose address is 1208 South Lundstrom, Airway Heights, Washington 99001 ("Airway Heights") (collectively referred to as the "Parties").

*WHEREAS, the parties entered into an Amended Water Supply Agreement and Emergency Water Service Agreement ("Agreement") on April 12, 2018, wherein the City agreed to provide to Airway Heights additional short term supplemental emergency water in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service; and*

*WHEREAS, paragraph 5.2.1 of the Agreement provides for the Parties to agree and execute an extension extending the term for emergency supplemental water in additional one-year increments, not to exceed three (3) one-year extensions, effective June 15<sup>th</sup>; and*

*WHEREAS, Airway Heights has requested extension of the Agreement and said Extension is the final third of 3 one-year extensions as provided for in the Agreement; and*

*WHEREAS, Airway Heights has requested an amendment of the Agreement to include an additional three-year extension to allow for progress towards a long-term or permanent solution for water supply ("1<sup>st</sup> Amendment"); and*

*WHEREAS, Airway Heights has additionally requested an increase in the additional water supplies and volume from Spokane to support its continued water usage and is willing to contribute towards the costs associated with the flow modeling needed to evaluate the impacts of the additional water requested by Airway Heights and possible timing of available water; and*

*WHEREAS, Airway Heights has filed an application with Washington State Department of Ecology for new water in the Spokane Rathdrum Prairie Aquifer, which remains pending, but also intends to continue to purchase a portion of water from Spokane to supplement water needs; and*

*WHEREAS, the U.S. Congress has authorized the Infrastructure Investment and Jobs Act to fund drinking water projects in communities with water contaminated by PFAS. Airway Heights is committed to partnering with and supporting Spokane to obtain funding for the additional water infrastructure needed to help Spokane supplement Airway Heights water needs; and*



*WHEREAS, Spokane is willing to extend the term of the emergency water service an additional four (4) years, through June 15, 2026, on condition that Airway Heights and Spokane are able to cooperate in good faith in short-term and long-term planning efforts related to the availability and projected need for additional supplemental supply and future supply needs beyond the term of this extension.*

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

### **1. AGREEMENT DOCUMENTS.**

The Agreement, dated April 12, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

### **2. EFFECTIVE DATE.**

This Extension and 1<sup>st</sup> Amendment shall become effective immediately upon signature of all Parties.

### **3. AMENDMENT AND ADDITIONAL TERMS.**

Paragraph **5.2.1** of the Agreement shall be replaced and superseded to read as follows:

**Term.** Unless earlier terminated pursuant to the terms of the Agreement, as amended, Spokane shall supply water in the amount not to exceed 1,400 GPM through the Emergency Supplemental Connection through June 15, 2026. on terms and conditions agreed herein.

Paragraph **5.2.2** of the Agreement shall be replaced and superseded to read as follows:

This delivery of up to 1,400 GPM through the Emergency Supplemental Connection shall terminate and be discontinued on or before, but no later than June 15, 2026, unless extended by separate written agreement, executed by both Parties as provided in Paragraph 5.2.4.

Paragraph **5.2.3** of the Agreement shall be deleted and superseded as set forth in the Additional Agreed Terms Section B, set forth below.

Paragraph **5.2.4** of the Agreement shall be replaced and superseded to read as follows:

Notwithstanding the above, any future delivery of water through the Emergency Supplemental Connection beyond the eight (8) years provided for herein will require a separate written agreement, executed by both Parties.

**Additional Agreed Terms (Capacity Cooperation Efforts)** shall be as follows:

- A. Cooperation.** To address current and longer-term water supply and service requests, Airway Heights and Spokane agree to and will work together in good faith regarding long-term planning related to Airway Heights' water supply and its requests for increased water supply in both the near and long term. Airway Heights agrees to and will proactively communicate and inform the City of Spokane as to any material changes in their planning related to use of water from Spokane, requested increased or future water demand, or other changes that would impact the use of, amount, and/or delivery of water from Spokane's water system. Spokane agrees to and will proactively communicate and inform Airway Heights as to any material changes in their planning, the status of any capital improvements in the West Plains area, the availability of additional capacity, or other changes that would impact Spokane's ability to deliver water to Airway Heights.
- B. Meetings and Status Updates.** To facilitate the cooperative efforts between Spokane and Airway Heights and ensure efficient planning, the Parties agree to keep each other reasonably

informed regarding the water system planning material to this Agreement and current and potential future supply and demand from Spokane to Airway Heights, including:

1. Airway Heights and Spokane agree to meet, at least bi-annually, in or around February and August of each calendar year during the term of this extension, or as reasonably soon thereafter as is possible, to discuss planning updates, the status of planned or projected capital improvements, status of water supply needs, and anticipated growth and demand projections, if any. On or about February 1 and August 1 of each calendar year during the term of this extension, Airway Heights agrees to provide Spokane a written status update on its efforts to secure alternative water supply and its projected short-term and long-term supply needs from Spokane, to the extent reasonably feasible.
2. Airway Heights and Spokane engineering and operational staff agree to consult with and keep each other informed regarding planning efforts related to water use, system capacity and functionality, projected demand, and associated capital improvements and to engage in quarterly status communications regarding the same.
3. Upon failure of either Airway Heights or Spokane, without reasonable just cause, to comply with the communication protocols set forth above, either party may provide written notice of such alleged failure, and the Parties, acting by and through their administrator or director level staff, shall meet and confer within thirty (30) days of receipt of such notice. Failure to meaningfully communicate may result in Spokane's inability to supply any additional water to Airway Heights.
4. The Parties further agree to meet and confer to develop a future agreement and/or any amendments to this Agreement at least one year in advance of expiration, or no later than June 15, 2025.

**C. Analysis/Modeling.** Airway Heights agrees to fund the cost of developing the flow modelling and associated concept designs and cost estimates associated with Spokane's ability to provide continued and increased water supply to Airway Heights consistent with the proposal provided by GHD, Inc. (the "Contractor") described as "Task 6: City of Airway Heights Water Infrastructure Analysis" (the "Analysis/Modeling Study"), a copy of which is attached as Exhibit A. Airway Heights agrees to pay and contribute an amount not to exceed Eighty-Seven Thousand, Eight Hundred and Eighty-Four Dollars and Seventy-Two Cents (\$87,884.72) to complete the work identified in Task 6 shown in Exhibit A only as provided herein. Any additional analysis to evaluate Airway Heights' additional requests for water service will be funded by Airway Heights.

1. Spokane agrees to request the Contractor invoice all matters pertaining to the Analysis/Modeling Study separate from other tasks being performed by the Contractor for Spokane. Airway Heights agrees to reimburse Spokane for all invoiced amounts pertaining to the Analysis/Modeling Study within thirty (30) days of forwarded receipt of invoice from GHD, Inc. to Spokane, in an amount not to exceed \$87,884.72 in total. Failure to pay may result in Spokane's inability to supply additional water to Airway Heights.
2. Within 30 days of the Effective Date of this Extension and 1st Amendment, Spokane agrees to authorize the commencement of work associated with the above-identified "Task 6" and diligently proceed with the work.
3. Spokane shall provide Airway Heights with copies of all status reports associated with the work upon receipt from the Contractor and shall provide advance notice of and invite Airway Heights to participate in any project meetings with the Contractor pertaining to the work that relates to Airway Heights. Spokane will keep

Airway Heights reasonably informed regarding the status of schedule and completion of the work and anticipated and scheduled deliverables and submittal targets.

4. Spokane shall provide Airway Heights advance notice of and a reasonable opportunity to review and comment on drafts of any reports, memoranda, summaries, evaluations, conclusions, or recommendations, including without limitation the proposed technical memorandum, prior to finalizing. Airway Heights agrees and shall respond and provide any comments within fourteen (14) calendar days. Spokane agrees to consider comments provided by Airway Heights in good faith. Notwithstanding the above, Spokane has complete autonomy over any decisions affecting Spokane's water system.

**D. Funding Applications for West Plains Booster Station:** To address current and longer-term water supply and service requests, Airway Heights agrees to partner with Spokane on efforts pertaining to the design and construction of the West Plains Booster Station and necessary appurtenances as provided herein.

1. Airway Heights agrees to provide support for Spokane's applications for grant and/or loan funds, including formal letters of support.
2. If successful, the Parties further agree to work together in good faith regarding negotiating commitments and potential contributions of proportional match funding, and/or proportional loan repayment, as needed. Spokane shall meet and confer in good faith with Airway Heights regarding the scope of the Plains Booster Station project. For the avoidance of doubt, nothing in this paragraph requires financial commitment by Airway Heights, which commitment, if necessary, shall be addressed through a separate written agreement between Airway Heights and Spokane. Furthermore, should Airway Heights decide not to participate in the West Plains Booster Station, Spokane has sole discretion regarding the availability of providing long-term or additional water beyond the agreed supplemental amount.
3. In the event obtaining sufficient grant funds are unsuccessful, Airway Heights reserves the right to determine, in its sole discretion, whether to provide proportional amount of funding towards the design and construction of the West Plains Booster Station, understanding that lack of participation may impact Spokane's ability and decision to provide additional water to Airway Heights.

**E. Future Funding and Capacity:** Based on outcome results of Flow Modeling Study and Funding Applications, the Parties agree to meet and confer in good faith about the evaluation of the modelled impacts, availability of additional and continued supply, proportional costs, potential available future capacity, and rates.

1. **Cost of Service:** Spokane Municipal Code sets the wholesale rates for delivery of water to other purveyors (the "Outside City Rate to Other Purveyors") under SMC 13.04.2014 and further provides that such rate may be modified by separate agreement, in Spokane's sole discretion. The Parties acknowledge that Spokane is currently undergoing a cost-of-service analysis for water service rates. Spokane agrees to review with its rate study consultants information pertaining to overall water service to Airway Heights. This may include any proportionate funding or grant funds as applicable. Spokane agrees to share with Airway Heights the results of the cost-of-service analysis within 60 days of finalization by Spokane.
2. Based on the results of the cost-of-service analysis, and with due consideration given to the factors outlined above and other material issues, the Parties may evaluate the possibility of any amendments to the rates charged by Spokane to Airway Heights in any future amendments or agreements. Notwithstanding the above, rate setting is a legislative function of the Spokane City Council.

All other terms and conditions contained in Paragraph 1 shall remain in full force and effect, excepted as provided herein, by this Amendment.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part hereof, the Parties have executed this Contract Amendment / Extension by having legally binding representatives affix their signatures below.

**CITY OF AIRWAY HEIGHTS**

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

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

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk  
City of Airway Heights

Approved as to form:

\_\_\_\_\_  
City Attorney  
City of Airway Heights

**CITY OF SPOKANE**

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

Nadine Woodard  
\_\_\_\_\_  
Type or Print Name

Mayor of the City of Spokane  
\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk  
City of Spokane

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney  
City of Spokane

**Attachments that are part of this Contract Extension:**

Exhibit A –GHD Scope of Work Addendum Task 6: City of Airway Heights Water Infrastructure Analysis.

U2022-027f

## Committee Agenda Sheet

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

<b>Submitting Department</b>	Public Works Division
<b>Contact Name &amp; Phone</b>	Corin Morse, (509)625-6855
<b>Contact Email</b>	<a href="mailto:cmorse@spokanecity.org">cmorse@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>10 mins</u>
<b>Agenda Item Name</b>	Utility Billing System Update
<b>Summary (Background)</b>	<p>The UIS system conversion project kicked off in July 2019. Utility Billing is scheduled to go-live with the new system, enQuesta, in November 2022. Now is a good time to update the Council on progress and what City utility customers should expect in the coming weeks and months.</p> <p>The enQuesta system is designed to integrate with multiple systems across City operations and will serve to bill approximately 83,000 customers monthly. The system will enable process improvement for many departments to be able to perform services more effectively &amp; efficiently for customers as data passes through multiple systems towards completion &amp; billing.</p> <p>City staff has recently completed a mock go-live event and subsequent 6-week testing plan. Next up is several weeks of intense training and correction of final incidents.</p> <p>Utility Billing will begin communicating with City residential and commercial customers on the changes that they will see as we roll out the new system on Nov. 1. The web team, 3-1-1 and Public Works Communications are involved in that work.</p> <p>Customer account numbers will change. Water consumption billing also will require some communication to customers. In addition, the bill itself will look a little different.</p>
<b>Proposed Council Action &amp; Date:</b>	Discussion only.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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 – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	Chris Averyt, 625-6540
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	SBO-Tonnage and Rate Increases
<b>Summary (Background)</b>	<p>The City utilizes Regional Disposal Company (RDC) for transportation and disposal services for ash, bypass and non-processible waste at RDC's landfill in Klickitat County, WA. Due to a 6.4% increase in tonnage being hauled as a result of additional MSW receipts, additional funding is needed to fund this service through the end of 2022.</p> <p>Based on tonnage estimates through the end of the year, the SBO request is for \$500,000 and will utilize Solid Waste Fund reserves.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval on Sept. 26, 2022.
<b>Fiscal Impact:</b> Total Cost: \$500,000.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Solid Waste Fund reserves  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

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?

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?



ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$500,000.
- 2) The increase in appropriation is provided solely for transportation and disposal services which shall be funded from unappropriated fund balance.
- (A) This is an increase to the overall appropriation level in the Solid Waste Fund.

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 meet tonnage estimates through the end of the year, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	Chris Averyt, 625-6540
<b>Contact Email</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion             Time Requested: _____
<b>Agenda Item Name</b>	SBO-Purchase of long lead time parts for 2023
<b>Summary (Background)</b>	<p>Due to supply chain issues globally, lead times for parts and supplies needed for maintenance and repairs at the Waste to Energy Facility have increased exponentially.</p> <p>In 2023, the generator bank and superheater tubes are scheduled for replacement. To have this special tubing on site in time for the work to be done as scheduled, it will need to be ordered in 2022. There are also grate parts that will be needed for the 2023 outages that also have a very long lead time. Parts that were ordered in the latter part of 2021 are only just now arriving.</p> <p>The total SBO request is for \$1,100,000 to cover the required tubing and grate parts and will be funded from the Solid Waste Fund reserves.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval on Sept. 26, 2022
<b>Fiscal Impact:</b> Total Cost: <u>\$1,100,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

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?

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?

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	Chris Averyt, 625-6540
<b>Contact Email</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	SBO-Purchase of long lead time parts for 2023
<b>Summary (Background)</b>	<p>Due to supply chain issues globally, lead times for parts and supplies needed for maintenance and repairs at the Waste to Energy Facility have increased exponentially.</p> <p>In 2023, the generator bank and superheater tubes are scheduled for replacement. To have this special tubing on site in time for the work to be done as scheduled, it will need to be ordered in 2022. There are also grate parts that will be needed for the 2023 outages that also have a very long lead time. Parts that were ordered in the latter part of 2021 are only just now arriving.</p> <p>The total SBO request is for \$1,100,000 to cover the required tubing and grate parts and will be funded from the Solid Waste Fund reserves.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval on Sept. 26, 2022
<b>Fiscal Impact:</b> Total Cost: <u>\$1,100,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

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?

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?

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	Chris Averyt, 625-6540
<b>Contact Email</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	SBO-Emergency Tipping Floor Repairs
<b>Summary (Background)</b>	<p>The Waste to Energy Facility recently discovered substantial damage to the structural components of a section of the tipping floor in bay 6, rendering it inaccessible. This area of the floor also serves as a roof and one wall of the warehouse, which has also been rendered inaccessible now. An emergency justification has been done to get this fixed as soon as possible as it severely impacts operations.</p> <p>The SBO request is for \$827,310.00, which includes the estimated cost of the project at \$660,000, plus tax and a 15% contingency reserve. Funds from the Solid Waste Fund reserves will be utilized for this.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval on Sept. 26, 2022.
<b>Fiscal Impact:</b> Total Cost: <u>\$827,310</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Solid Waste Fund Reserves  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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?

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?

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$827,310.
- 2) The increase in appropriation is provided solely for repairs to the tipping floor which shall be funded from unappropriated fund balance.
- (A) This is an increase to the overall appropriation level in the Solid Waste Fund.

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 repair substantial damage to the WTE tipping floor, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	Chris Averyt, 625-6540
<b>Contact Email</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	SBO-2023 Capital purchase of an air dryer system for the WTE
<b>Summary (Background)</b>	<p>The Waste to Energy Facility had planned to purchase and install a new air dryer system for the facility in the 2023 Capital Plan. The lead time for delivery of this type of system is estimated to be 6 months. In order to procure and install this air dryer in 2023 as planned, it will need to be ordered in 2022. The completion of this project provides a cost savings of approximately \$100,000 annually as the facility rents a compressor during outages due to capacity constraints. This purchase eliminates the need for the rental compressor and the associated fuel to run it.</p> <p>The SBO request is for \$172,300.00 which will be funded from the Solid Waste Fund reserves.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval on Sept. 26, 2022.
<b>Fiscal Impact:</b> Total Cost: <u>\$172,300</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Solid Waste Fund-2023 SWD Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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?

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?

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$172,300.
- 2) The increase in appropriation is provided solely for the purchase and installation of a new air dryer which shall be funded from unappropriated fund balance.
- (A) This is an increase to the overall appropriation level in the Solid Waste Fund.

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 mitigate months-long lead times, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Committee Agenda Sheet

### PIES Committee

<b>Submitting Department</b>	City Legal
<b>Contact Name &amp; Phone</b>	Mary Muramatsu
<b>Contact Email</b>	<a href="mailto:mmuramatsu@spokanecity.org">mmuramatsu@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>5 minutes</u>
<b>Agenda Item Name</b>	RCW Incorporation Ordinance
<b>Summary (Background)</b>	<p>The overall purpose of this ordinance is to adopt by reference the Revised Code of Washington Criminal Statutes. This is a matter of urgency, as the Washington Legislature recodified into a new Chapter 7.105 of the RCW a variety of protection orders: domestic violence, stalking, sexual assault, anti-harassment and extreme risk protection orders. Notably, this recodification included the enforcement provisions related to protection order violations, so this has created an immediate need for the Spokane Municipal Code to come into conformity with several important provisions that provide protection to crime victims and which hold abusers accountable.</p> <p>Historically, the City has based its enforcement of state criminal and other regulatory laws upon compatible local ordinances intended to mirror state law. Frequent legislative changes, however, make it difficult to keep local code violations current with their corresponding state laws. The continual need to amend the Spokane Municipal Code has resulted in an uncoordinated and sometimes confusing patchwork of local ordinances that intermingle references to the RCW with local municipal codes.</p> <p>Recognizing that most misdemeanor and gross misdemeanor crimes within the Municipal Code have state law counterparts, this ordinance repeals most of the misdemeanor crimes currently codified in Chapters 10.01 through 10.20 of the Spokane Municipal Code in favor of adopting by reference the complete set of criminal statutes contained in the Revised Code of Washington (RCW).</p> <p>Consequently, this ordinance makes two other significant changes to Title 10 of the Spokane Municipal Code: (1) Local criminal violations that the City intends to retain have been recodified in a new Chapter 10.60 of the Spokane Municipal Code; and (2) Code Enforcement and Animal Control regulations have been recodified in a set of new chapters (60 through 74) of the Spokane Municipal Code.</p>
<b>Proposed Council Action &amp; Date:</b>	09/26/2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	

Expense Occurrence ☒ One-time ☐ Recurring

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

**Operations Impacts**

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

## SUMMARY OF THE RCW INCORPORATION ORDINANCE

**Section 2.** That Chapters 10.01 through 10.20 of Title 10 of the Spokane Municipal Code are hereby repealed.

---

**Section 3.** That there is adopted a new Chapter 10.58 of Title 10 of the Spokane Municipal Code as follows:

Division III Revised Code of Washington Adopted

### **Chapter 10.58 Revised Code of Washington**

Section 10.58.010 Adoption of the Revised Code of Washington  
Section 10.58.020 Statutes Adopted by Reference

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**Section 4.** That a new Chapter 60 of Title 10 of the Spokane Municipal Code recodifying local criminal code violations is hereby created as follows:

Division IV Local Criminal Violations

### **Chapter 10.60 Local Criminal Code**

SMC 10.60.010 Pedestrian or Vehicular Interference  
SMC 10.60.020 Sitting, Lying on Sidewalk in a Designated Zone  
SMC 10.60.030 Loitering for the Purpose of Engaging in Drug-Related Activity  
SMC 10.60.040 Urinating or Defecating in Public  
SMC 10.60.050 Lewd Conduct  
SMC 10.60.060 Having or Making Vehicle Prowling Tools  
SMC 10.60.070 Interference with Health Care Facilities  
SMC 10.60.080 Graffiti Offenses  
SMC 10.60.090 Abuse of 911 Emergency Reporting Systems

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**Section 5.** That new Chapters 62 through 74 of Title 10 of the Spokane Municipal Code recodifying Code Enforcement and Animal Regulations are hereby created as follows:

Division V Code Enforcement and Animal Regulations

Chapter 10.62 Litter and Rubbish  
Chapter 10.64 Fire Hazard from Vegetation and Debris  
Chapter 10.66 Junk Vehicle Abatement  
Chapter 10.68 Chronic Nuisance Properties  
Chapter 10.70 Noise Control  
Chapter 10.72 Adult Arcades  
Chapter 10.74 Animal Control

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**Section 6.** Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

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**Section 7.** 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 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance relating to regulation of activities under Title 10 of the Spokane Municipal Code; repealing Chapters 10.01 through 10.20 of the Spokane Municipal Code and enacting a new Chapter 10.58 of the Spokane Municipal Code for adopting by reference Revised Code of Washington (RCW) Statutes; recodifying local criminal violations in a new Chapter 10.60 of the Spokane Municipal Code; recodifying regulations pertaining to Code Enforcement and Animal Control in new Chapters 10.62 through 10.74 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, RCW 39.34.180(1) requires each county, city, and town to be responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or city ordinance; and

WHEREAS, the Washington Supreme Court in City of Auburn v. Gauntt, 174 Wash. 2d 321, 324 (2012) held that a city may not enforce a state law without having first adopted the state law by reference or having adopted a compatible ordinance; and

WHEREAS, the City has, for a number of years, based its enforcement of state criminal and other regulatory laws upon compatible local ordinances intended to mirror state law; yet those local ordinances are increasingly the subject of amendment by the City Council on account of the ongoing legislative changes being made to the corresponding state laws; and

WHEREAS, the continual need to amend the Spokane Municipal Code has resulted in an uncoordinated and sometimes confusing patchwork of local ordinances that mix references to the RCW with local municipal codes; and

WHEREAS, the Washington Legislature's complete recodification into a new Chapter 7.105 RCW of domestic violence, stalking, sexual assault, anti-harassment and extreme risk protection orders, including their enforcement provisions, has created an immediate need for the Spokane Municipal Code to come into conformity with several important provisions that provide protection to crime victims and which hold abusers accountable; and

WHEREAS, Municipal Court judges are required to instruct juries based upon the most up-to-date statutory and decisional legal authority concerning crimes and their elements of proof; and yet the Washington Pattern Jury Instructions are specifically designed to address the elements of crimes as set forth in state law and are therefore not always in conformity with local codes; and

WHEREAS, it is the City Council's intent to adopt into the Spokane Municipal Code by reference all provisions of the Revised Code of Washington (RCW), including those that constitute misdemeanors, gross misdemeanors, and Class C felonies for purposes of criminal attempt charges; and to adopt all state law provisions necessary for the investigation, arrest, prosecution, adjudication, sentencing, confinement, and enforcement of those crimes, or which may be necessary for the definition or interpretation of terms used therein; as those provisions were enacted at the time of adoption, or as they are subsequently amended or recodified from time to time; and



WHEREAS, RCW 35.21.180 specifically authorizes cities and towns to adopt Washington state statutes and codes by reference, or portions thereof, together with amendments thereof or additions thereto, on the subject of the ordinance; and that such ordinances and codes adopted by reference “are hereby ratified and validated” under state law; and

WHEREAS, the Supreme Court of Washington in Town of Republic v. Brown, 97 Wash. 2d 915, 917–18 (1982) recognized that an adopting act may evidence the legislative intent to include subsequent amendments in the adoption of Washington state statutes and has held that courts “shall give effect” to the intent that amendments or changes thereto will be held to be within the meaning of the adopting act and govern the subject matter thereof; and

WHEREAS, this broad adoption of state statutes and codes by a municipality is consistent with Washington law and court decisions for purposes of the municipal court's jurisdiction; and

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

**Section 1.** Findings. The recitals set forth above are hereby adopted by the City Council as its findings of fact in support of the collective action it takes through this ordinance.

**Section 2.** That Chapters 10.01 through 10.20 of Title 10 of the Spokane Municipal Code are hereby repealed.

**Section 3.** That there is adopted a new Chapter 10.58 of the Spokane Municipal Code as follows:

Division III Revised Code of Washington Adopted

**Chapter 10.58 Revised Code of Washington**

**Section 10.58.010 Adoption of the Revised Code of Washington**

- A. The City of Spokane adopts by reference all statutes set forth in the Revised Code of Washington (RCW), as now enacted or hereinafter amended or adopted, including their penalties.
- B. The amendment or repeal by the Washington State Legislature of any of the statutes adopted in the SMC by reference shall be deemed to automatically amend or repeal said chapters in conformity therewith, and it shall not be necessary for the legislative authority of the City to take any action with respect to such amendments or repealers.
- C. The adoption of the RCW by reference shall not be construed or interpreted to vest in the City any authority or responsibility to prosecute felony offenses, and the adoption of sections of the RCW which include felony provisions shall be limited to those provisions falling within the City's authority. Such adoption, and the provisions being adopted, shall be construed and interpreted in accordance with the lawful authority of the City. However, at the discretion of the City prosecutor, when appropriate, the City may prosecute attempted C felony offenses that impose gross misdemeanor penalties.

- D. Nothing in this ordinance shall be construed to preclude the enforcement of other local codes contained within the Spokane Municipal Code or to prevent law enforcement officers or other public officials with jurisdiction from charging violations of other local misdemeanor offenses that are codified in other Titles of the Spokane Municipal Code and not addressed in this ordinance.

## **Section 10.58.020 Statutes Adopted by Reference**

All statutes within the Revised Code of Washington are hereby adopted by reference. They include, but are not limited to, the following:

### **1. RCW Title 7 Special Proceedings and Actions**

RCW 7.21.010	Definitions.
RCW 7.21.020	Sanctions - Who May Impose.
RCW 7.21.030	Remedial Sanctions - Payment For Losses.
RCW 7.21.040	Punitive Sanctions - Fines.
RCW 7.21.050	Sanctions - Summary Imposition - Procedure.
RCW 7.21.070	Appellate Review.
RCW 7.80.120	Monetary Penalties – Restitution.
RCW 7.80.150	Notices - Record Of - Cancellation Prohibited, Penalty – Audit.
RCW 7.80.160	Failure To Exercise Notice Options - Failure To Satisfy Penalty.
RCW 7.84.060	Response to Notice - Contesting Determination - Mitigating Circumstances - Hearing - Failure to Respond Or Appear - Penalty.
RCW 7.84.100	Monetary Penalties.
RCW 7.84.130	Failure to Pay Or Complete Community Restitution – Penalty.
RCW 7.105 Ch.	Civil Protection Orders – Jurisdiction and Venue, Filing, Service, Hearings, Orders, Duration, Relief and Remedies
RCW 7.105.450	Enforcement and Penalties – Other Than Anti-Harassment Protection Orders and Extreme Risk Protection Orders.
RCW 7.105.455	Enforcement and Penalties – Antiharassment Protection Orders.
RCW 7.105.460	Enforcement and Penalties – Extreme Risk Protection Orders – False Petitions.
RCW 7.105.465	Enforcement and Penalties—Knowledge Of Order.
RCW 7.105.470	Enforcement—Prosecutor Assistance.
RCW 7.105.565	Proceedings Additional—Filing of Criminal Charges Not Required.
RCW 7.105.570	Other Authority Retained.
RCW 7.105.575	Liability

### **2. RCW Title 9 Crimes and Punishments**

RCW 9.03.010	Abandoning, Discarding Refrigeration Equipment
RCW 9.03.020	Permitting Unused Equipment to Remain on Premises
RCW 9.03.030	Violation of RCW 9.03.010 or 9.03'020.
RCW 9.03.040	Keeping or Storing Equipment for Sale
RCW 9.04.010	False Advertising
RCW 9.04.090	Advertising Fuel Prices By Service Stations

RCW 9.08.030	False Certificate of Registration of Animals—False Representation as to Breed
RCW 9.08.070	Pet Animals-Taking, Concealing, Injuring, Killing, etc.
RCW 9.08.072	Transferring Stolen Pet Animal to a Research Institution
RCW 9.12.010	Barratry
RCW 9.12.020	Buying, Demanding, or Promising Reward by District Judge or Deputy
RCW 9.16.020	Imitating Lawful Brand
RCW 9.16.035	Counterfeiting-Penalties
RCW 9.16.060	Fraudulent Registration of Trademark
RCW 9.16.080	Petroleum Products Improperly Labeled or Graded-Penalty
RCW 9.16.100	Use of the Words “Sterling Silver,” etc.
RCW 9.16.110	Use of the Words “Coin Silver,” etc.
RCW 9.16.120	Use of the Word “Sterling” on Mounting
RCW 9.16.130	Use of the Words “Coin Silver” on Mounting
RCW 9.16.140	Unlawfully Marking Article Made of Gold
RCW 9.18.120	Suppression of Competitive Bidding
RCW 9.18.130	Collusion to Prevent Competitive Bidding-Penalty
RCW 9.24.010	Fraud in Stock Subscription
RCW 9.24.040	Corporation Doing Business Without a License
RCW 9.26A.090	Telephone Company Credit Cards-Prohibited Acts
RCW 9.26A.110	Fraud in Obtaining Telecommunications Service-Penalty
RCW 9.26A.120	Fraud in Operating Coin-Box Telephone or Other Receptacle
RCW 9.26A.130	Penalty for Manufacture of Sale of Slugs to be used for Coin
RCW 9.26A.140	Unauthorized Sale or Procurement of Telephone Records-Penalties-Definitions
RCW 9.27.015	Interference, obstruction of any court, building, or residence—Violations
RCW 9.35.020	Identity Theft
RCW 9.35.030	Soliciting undesired mail
RCW 9.38.010	False representation concerning credit
RCW 9.38.015	False statement by deposit account applicant
RCW 9.38.020	False representation concerning title
RCW 9.40.040	Operating engine or boiler without spark arrester
RCW 9.40.100	Tampering with fire alarm or firefighting equipment—False alarm—Penalties
RCW 9.41.050	Carrying Firearms-Loaded Pistol in Vehicle
RCW 9.41.115	Unlawful Sale or Transfer of Firearm
RCW 9.41.140	Alteration of identifying marks – Exceptions.
RCW 9.41.171	Alien possession of firearms - Requirements – Penalty.
RCW 9.41.173	Alien possession of firearms - Alien firearm license - Political subdivisions may not modify requirements - Penalty for false statement.
RCW 9.41.175	Alien possession of firearms - Possession without license - Conditions
RCW 9.41.230	Aiming or Discharging Firearms, Dangerous Weapons
RCW 9.41.240	Possession of pistol or semiautomatic assault rifle by person from eighteen to twenty-one.
RCW 9.41.250	Dangerous Weapons-Penalty
RCW 9.41.260	Dangerous Exhibitions

RCW 9.41.270	Weapons Apparently Capable of Producing Bodily Harm-Unlawful Carrying or Handling-Penalty-Exceptions
RCW 9.41.280	Possessing Dangerous Weapons on School Facilities
RCW 9.41.282	Possessing dangerous weapons on child care premises—Penalty—Exceptions
RCW 9.41.284	Possessing dangerous weapons at voting facilities - Penalty - Exceptions.
RCW 9.41.300	Weapons prohibited in certain places—Local laws and ordinances—Exceptions—Penalty
RCW 9.41.305	Open carry of weapons prohibited on state capitol grounds and municipal buildings.
RCW 9.41.325	Undetectable or untraceable firearms—Penalties
RCW 9.41.326	Untraceable firearms - Exceptions – Penalties.
RCW 9.41.327	Unfinished frames or receivers - Exceptions – Penalties.
RCW 9.41.335	Failure to register as felony firearm offender
RCW 9.41.360	Unsafe Storage of a Firearm
RCW 9.41.810	Violation of Requirement to Surrender Firearms and other Violations of Chapter 9.41 RCW
RCW 9.44.080	Misconduct in signing a petition
RCW 9.45.060	Encumbered, leased, or rented personal property—Construction
RCW 9.45.070	Mock Auctions
RCW 9.45.080	Fraudulent Removal of Property
RCW 9.45.090	Knowingly Receiving Fraudulent Conveyance
RCW 9.45.100	Fraud in Assignment for Benefit of Creditors
RCW 9.45.270	Fraudulent Filing of Vehicle Report of Sale
RCW 9.46.170	False or misleading entries or statements, refusal to produce records
RCW 9.46.185	Causing person to violate rule or regulation
RCW 9.46.195	Obstruction of public servant—Penalty
RCW 9.46.1962	Cheating in the second degree
RCW 9.46.198	Working in gambling activity without license as violation—Penalty
RCW 9.46.217	Gambling records—Penalty—Exceptions
RCW 9.46.222	Professional gambling in the third degree
RCW 9.47A.050	Offenses Relating to Inhaling Toxic Fumes
RCW 9.51.010	Misconduct of officer drawing jury
RCW 9.51.020	Soliciting jury duty
RCW 9.51.030	Misconduct of officer in charge of jury
RCW 9.51.040	Grand juror acting after challenge allowed
RCW 9.51.050	Disclosing transaction of grand jury
RCW 9.51.060	Disclosure of deposition returned by grand jury
RCW 9.61.230	Telephone harassment
RCW 9.61.240	Telephone harassment—Permitting telephone to be used
RCW 9.62.010	Malicious prosecution
RCW 9.62.020	Instituting suit in name of another
RCW 9.66.030	Maintaining or permitting nuisance
RCW 9.66.050	Deposit of unwholesome substance
RCW 9.68.030	Indecent articles, etc.
RCW.9.68.060	Offenses Related to "Erotic material"—Determination by court—Labeling—Penalties.
RCW 9.68.130	Unlawful display of sexually explicit material

RCW 9.68A.053	Minor dealing in depictions of another minor or selling
RCW 9.68A.080	Failing to report depictions of minor engaged in sexually explicit conduct
RCW 9.68A.090	Communication with minor for immoral purposes-penalties
RCW 9.68A.103	Permitting commercial sexual abuse of a minor —Penalty— Consent of minor does not constitute defense
RCW 9.68A.150	Allowing minor on premises of live erotic performance— Definitions—Penalty
RCW 9.68.100	Duty of witness of offense against child or any violent offense— Penalty.
RCW 9.73.010	Divulging Telegram
RCW 9.73.020	Opening Sealed Letter
RCW 9.73.030	Intercepting, recording, or divulging private communication— Consent required—Exceptions.
RCW 9.73.080	Alteration, erasure or wrongful disclosure of a recording and other penalties for violations of RCW 9.73.030
RCW 9.73.260	Unauthorized use of trap and trace devices, cell site simulator
RCW 9.86.020	Improper use of a flag
RCW 9.86.030	Desecration of flag
RCW 9.91.010	Denial of Civil Rights
RCW 9.91.020	Operating railroad, steamboat, vehicle, etc., while intoxicated
RCW 9.91.025	Unlawful Transit Conduct
RCW 9.91.060	Leaving children unattended in parked automobile
RCW 9.91.130	Disposal of trash in charity donation receptacle
RCW 9.91.140	Unlawful Sale of Food Stamps
RCW 9.91.142	Food Stamps-Trafficking
RCW 9.91.150	Tree spiking
RCW 9.91.170	Violations related to Interfering with dog guide or service animal
RCW 9.91.175	Violations related to Interfering with search and rescue dog
RCW 9.94A.835	Special allegation—Sexual motivation—Procedures

### **3. RCW Title 9A Washington Criminal Code**

RCW 9A.36.041	Assault in the fourth degree
RCW 9A.36.050	Reckless Endangerment
RCW 9A.36.070	Coercion
RCW 9A.36.150	Interference with the reporting of domestic violence
RCW 9A.40.070	Custodial interference in the second degree
RCW 9A.42.035	Criminal mistreatment in the third degree
RCW 9A.42.037	Criminal mistreatment in the fourth degree
RCW 9A.42.080	Abandonment of a dependent person in the third degree
RCW 9A.42.110	Leaving a child in the care of a sex offender
RCW 9A.44.096	Sexual misconduct with a minor in the second degree
RCW 9A.44.115	Voyeurism in the second degree
RCW 9A.44.132	Failure to register as sex offender or kidnapping offender
RCW 9A.44.170	Custodial sexual misconduct in the second degree
RCW 9A.46.020	Harassment: Definition-Penalties
RCW 9A.46.040	Court-ordered requirements-person charged with crime.
RCW 9A.46.080	Order restricting contact-Violation
RCW 9A.46.110	Stalking

RCW 9A.48.050	Reckless burning in the second degree
RCW 9A.48.090	Malicious mischief in the third degree
RCW 9A.48.105	Criminal street gang tagging and graffiti
RCW 9A.48.110	Defacing a state monument
RCW 9A.49.030	Unlawful discharge of a laser in the second degree
RCW 9A.50.020	Interference with Health Care Facilities and Providers
RCW 9A.50.030	Interference with Health Care Facilities and Providers-Penalty
RCW 9A.52.060	Making or having burglar tools
RCW 9A.52.070	Criminal Trespass in the first degree
RCW 9A.52.080	Criminal Trespass in the second degree
RCW 9A.52.100	Vehicle prowling in the second degree
RCW 9A.52.115	False Swearing-Penalty
RCW 9A.56.050	Theft in the third degree
RCW 9A.56.060	Unlawful issuance of checks or drafts
RCW 9A.56.063	Making or possessing motor vehicle theft tools
RCW 9A.56.096	Theft of rental, leased, lease-purchased, or loaned property
RCW 9A.56.170	Possessing stolen property in the third degree
RCW 9A.56.180	Obscuring the identity of a machine
RCW 9A.56.220	Theft of subscription television services
RCW 9A.56.270	Shopping cart theft
RCW 9A.56.330	Possession of another's identification
RCW 9A.60.045	Criminal impersonation in the second degree
RCW 9A.60.050	False Certification
RCW 9A.60.070	Offenses related to false academic credentials
RCW 9A.60.080	Impersonating a census taker
RCW 9A.61.050	Defrauding a public utility in the third degree
RCW 9A.72.040	False Swearing
RCW 9A.72.140	Jury Tampering
RCW 9A.72.150	Tampering with physical evidence
RCW 9A.76.020	Obstructing a law enforcement officer
RCW 9A.76.030	Refusing to summon aid for a peace officer
RCW 9A.76.040	Resisting arrest
RCW 9A.76.070	Rendering criminal assistance in the first degree
RCW 9A.76.080	Rendering criminal assistance in the second degree
RCW 9A.76.090	Rendering criminal assistance in the third degree
RCW 9A.76.100	Compounding
RCW 9A.76.130	Escape in the third degree
RCW 9A.76.160	Introducing contraband in the third degree
RCW 9A.76.170	Bail Jumping
RCW 9A.76.175	Making a false or misleading statement to a public servant
RCW 9A.76.190	Failure to appear or surrender—Affirmative defense—Penalty.
RCW 9A.80.010	Official misconduct
RCW 9A.82.160	Criminal profiteering lien—Trustee's failure to comply, evasion of procedures or lien
RCW 9A.82.170	Financial institution records—Inspection and copying—Wrongful disclosure
RCW 9A.84.010	Criminal mischief (riot)
RCW 9A.84.020	Failure to disperse
RCW 9A.84.030	Disorderly conduct
RCW 9A.84.040	False reporting

RCW 9A.86.010 Disclosing intimate images  
RCW 9A.88.010 Indecent exposure  
RCW 9A.88.030 Prostitution  
RCW 9A.88.090 Permitting prostitution  
RCW 9A.88.110 Patronizing a prostitute  
RCW 9A.90.050 Computer trespass in the second degree  
RCW 9A.90.070 Spoofing  
RCW 9A.90.090 Electronic data tampering in the second degree  
RCW 9A.90.130 Cyberstalking  
RCW 13.32A.080 Unlawful harboring of a minor—Penalty—Defense—Prosecution of adult for involving child in commission of offense.

#### **4. RCW Title 10 Criminal Procedure**

RCW 10.01 General provisions.  
RCW 10.05 Deferred prosecution—Courts of limited jurisdiction.  
RCW 10.19 Bail and appearance bonds.  
RCW 10.21 Bail determinations under Article I, section 20—Conditions of release.  
RCW 10.22 Compromise of misdemeanors.  
RCW 10.25 Jurisdiction and venue.  
RCW 10.27 Grand juries—Criminal investigations.  
RCW 10.29 Statewide special inquiry judge act.  
RCW 10.31 Warrants and arrests.  
RCW 10.34 Fugitives of this state.  
RCW 10.37 Accusations and their requisites.  
RCW 10.40 Arraignment.  
RCW 10.43 Former acquittal or conviction.  
RCW 10.52 Witnesses—Generally.  
RCW 10.55 Witnesses outside the state (uniform act).  
RCW 10.56 Witnesses—Eyewitnesses and informants.  
RCW 10.58 Evidence.  
RCW 10.61 Verdicts.  
RCW 10.64 Judgments and sentences.  
RCW 10.66 Drug traffickers—Off-limits orders.  
RCW 10.70 Commitments.  
RCW 10.73 Criminal appeals.  
RCW 10.77 Criminally insane—Procedures.  
RCW 10.79 Searches and seizures.  
RCW 10.82 Collection and disposition of fines and costs.  
RCW 10.85 Rewards.  
RCW 10.88 Uniform criminal extradition act.  
RCW 10.89 Uniform act on fresh pursuit.  
RCW 10.91 Uniform rendition of accused persons act.  
RCW 10.92 Tribal police officers.  
RCW 10.93 Washington mutual aid peace officers powers act.  
RCW 10.96 Criminal process records.  
RCW 10.97 Washington state criminal records privacy act.  
RCW 10.98 Criminal justice information act.  
RCW 10.99 Domestic violence—Official response.  
RCW 10.101 Indigent defense services.

RCW 10.105 Property involved in a felony.  
RCW 10.108 Blue alert system.  
RCW 10.109 Use of body worn cameras.  
RCW 10.110 Individuals in custody—Health care services.  
RCW 10.112 Sexual exploitation of children.  
RCW 10.114 Use of deadly force by peace officer.  
RCW 10.116 Peace officers—Tactics and equipment.  
RCW 10.118 Law enforcement—Use of force—Data collection.  
RCW 10.120 Law enforcement and correctional officers—Permissible uses of force.  
RCW 10.122 Uniform electronic recordation of custodial interrogations act.

## **5. RCW Title 16 Animals and livestock**

RCW 16.08.100 Dangerous dogs—Confiscation—Conditions—Duties of animal control authority—Penalties and affirmative defenses for owners of dogs that attack.  
RCW 16.24.040 Violation of Order re Stock restricted areas  
RCW 16.36.110 Animal health violations, gross misdemeanor—Injunction—Denial, revocation, or suspension of license  
RCW 16.50.170 Humane slaughter of livestock - Penalty for violations  
RCW 16.52.090 Docking horses  
RCW 16.52.095 Cutting ears  
RCW 16.52.225 Non-ambulatory livestock-transporting or accepting delivery  
RCW 16.52.305 Unlawful use of hook  
RCW 16.57.120 Removal or alteration of brand—Penalty  
RCW 16.52.207 Animal cruelty in the second degree—Penalty.  
RCW 16.52.225 Non-ambulatory livestock—Transporting or accepting delivery—Gross misdemeanor—Definition.  
RCW 16.57.280 Possession of cattle or horse marked with another's brand—Penalty  
RCW 16.57.320 Disposition of proceeds of sale when no proof of ownership—Penalty for accepting proceeds after sale, barter, trade  
RCW 16.57.405 Microchip in a horse—Removal with intent to defraud  
RCW 16.58.170 identification of cattle through licensing of certified feed lots  
General penalties—Subsequent offenses  
RCW 16.65.440 Public Livestock Markets – Penalty  
RCW 16.68.180 Disposal of Dead Animals  
RCW 16.70.050 Control of pet animals infected with diseases communicable to humans - Violations-Penalty

## **6. RCW Title 19 Business Regulations – Miscellaneous**

RCW 19.02.115 Licensing information—Authorized disclosure—Penalty  
RCW 19.06.040 Blind made products-services – Penalty  
RCW 19.09.275 Charitable Solicitations - Violations—Penalties  
RCW 19.25.020 Reproduction of sound without consent of owner unlawful—Fine and penalty  
RCW 19.25.030 Use of recording of live performance without consent of owner unlawful—Fine and penalty



RCW 19.25.040	Failure to disclose origin of certain recordings unlawful—Fine and penalty
RCW 19.27A.120	Energy-related building standards - Violations—Penalty
RCW 19.29.060	Electrical construction - Violation of rules by agent, employee or officer—Penalty
RCW 19.30.150	Farm Labor Contractors – Penalties
RCW 19.31.080	Employment Agencies - License required—Penalty
RCW 19.48.110	Obtaining hotel, restaurant, lodging house, ski area, etc., accommodations by fraud—Penalty
RCW 19.60.066	Pawnbrokers and secondhand dealers - Prohibited acts—Penalty
RCW 19.60.067	Secondhand precious metal dealers—Prohibited acts—Penalty
RCW 19.68.010	Rebating by Practitioners of Healing Professions - Rebating prohibited—Disclosure—List of alternative facilities
RCW 19.76.130	Refilling bottles, etc.-Penalty
RCW 19.83.050	Trading Stamp Licenses – Penalty
RCW 19.84.040	Trading Stamps and Premiums – Criminal Penalty
RCW 19.86.110	Demand to produce documentary materials for inspection, answer written interrogatories, or give oral testimony—Contents—Service—Unauthorized disclosure—Return—Modification, vacation—Use—Penalty
RCW 19.105.470	Camping resorts - Violations—As gross misdemeanors—Statute of limitations
RCW 19.105.520	Camping resorts Unlawful to represent director's administrative approval as determination as to merits of resort—Penalty
RCW 19.110.075	Business opportunity fraud – Penalties
RCW 19.112.060	Motor Fuel Quality Act - Penalties
RCW 19.122.090	Underground Utilities – Excavation without a valid confirmation code – Penalty
RCW 19.122.110	False excavation confirmation code—Penalty
RCW 19.134.070	Credit services organizations act - Waiver of rights—Violations—Enforcement—Unfair business practice
RCW 19.138.270	Sellers of Travel Violations—Giving false information—Criminal penalties
RCW 19.146.110	Mortgage Broker Practices Act - Criminal penalty
RCW 19.154.100	Immigration Services Fraud Prevention Act - Penalty
RCW 19.158.150	Commercial Telephone Solicitation – Registration required-penalty
RCW 19.158.160	Commercial Telephone Solicitation-Penalties
RCW 19.166.090	International Student Exchange – Violations-Misdemeanor
RCW 19.170.070	Promotional Advertising of Prizes – Violation-Penalty
RCW 19.178.120	Going out of business sales – Violation-False or incorrect notice-Penalty
RCW 19.194.030	Trade-in or exchange of computer hardware - Prohibited acts-Gross misdemeanor
RCW 19.210.040	Unused Property Merchants – Penalties
RCW 19.230.300	Uniform Money Services Act – Criminal Penalties
RCW 19.235.010	Motion picture-Unauthorized recording-Penalty
RCW 19.265.060	Tax Refund Anticipation Loans-Violation of chapter-Penalty
RCW 19.290.070	Metal Property – Violations-Penalty
RCW 19.290.100	Scrap metal license-Penalties

RCW 19.310.130 Exchange Facilitators – Violations-Misdemeanor

**7. Title 46 Motor Vehicle Dealers and Manufacturers**

- RCW 46.70.021 License required for dealers or manufacturers—Penalties
- RCW 46.70.051 Issuance of license—Private party dissemination of vehicle database
- RCW 46.70.140 Handling "hot" vehicles—Unreported motor "switches"—Unauthorized use of dealer plates—Penalty
- RCW 46.70.170 Dealers and Manufacturers-Penalty for violations
- RCW 46.82.390 Driver Training Schools-Penalty

**8. RCW Title 26 Domestic Relations**

- RCW 26.44.030 Abuse of Children-Reports-Duty and authority to make, etc.
- RCW 26.44.060 Abuse of Children-False Report of Abuse
- RCW 26.44.063 Abuse of Children-Violation of Court Order
- RCW 26.44.067 Abuse of Children-Refusal to Comply with Restraining Order
- RCW 26.44.080 Abuse of Children-Failure to Make a Report-Violation-Penalty
- RCW 26.44.150 Violation of Restraining Order – Persons accused of sexually or physically abusing a child-Penalty

**9. Miscellaneous Provisions**

- RCW 26.28.080 Selling or giving tobacco to minor—Belief of representative capacity, no defense—Penalty
- RCW 38.40.120 Authorized military organizations

**10. RCW Title 66 Alcoholic Beverage Control**

- RCW 66.20.200 Liquor Permits-Unlawful acts relating to identification or certification card—Penalties
- RCW 66.20.340 Alcohol servers-Violation of rules-Penalties
- RCW 66.24.481 Licenses-Stamp Taxes-Public place or club-License or permit required-Penalty
- RCW 66.28.200 Keg registration-Special endorsement for grocery store licensee-Requirements of seller
- RCW 66.28.210 Keg registration-Requirements of purchaser
- RCW 66.28.220 Keg registration—Identification of containers—Rules—Fees—Sale in violation of rules unlawful
- RCW 66.28.230 Keg registration—Furnishing to minors—Penalties
- RCW 66.44.090 Acting without license
- RCW 66.44.100 Opening or consuming liquor in public place—Penalty.
- RCW 66.44.120 Unlawful use of seal
- RCW 66.44.140 Unlawful sale, transportation of spirituous liquor without stamp or seal—Unlawful operation, possession of still or mash
- RCW 66.44.150 Buying liquor illegally
- RCW 66.44.180 General penalties-Jurisdiction for violations
- RCW 66.44.200 Sales to persons apparently under the influence of liquor—Purchases or consumption by persons apparently under the

	influence of liquor on licensed premises—Penalty—Notice—Separation of actions.
RCW 66.44.240	Drinking in public conveyance-Penalty against carrier-Exception
RCW 66.44.250	Drinking in public conveyance-Penalty against individual-Restricted application
RCW 66.44.270	Furnishing liquor to minors, Minor in Possession, use -Penalties-Exhibition of effects-Exceptions
RCW 66.44.290	Minor purchasing or attempting to purchase liquor-Penalty
RCW 66.44.300	Treats, gifts, purchases of liquor for or from minor, or holding out minor as at least twenty-one, in public place where liquor sold
RCW 66.44.310	Minors frequenting off-limits area—Misrepresentation of age—Penalty—Classification of licensees
RCW 66.44.325	Unlawful transfer to minor of age identification
RCW 66.44.328	Preparation or acquisition and supply to persons under age twenty-one of facsimile of official identification card—Penalty
RCW 66.44.380	Powdered alcohol

#### **11. RCW Title 68 Cemeteries, Morgues and Human Remains**

RCW 68.05.115	Sale or transfer of cemetery authority or creation of a new cemetery—Penalty for noncompliance
RCW 68.05.240	Interment, certificate of authority required—Penalty
RCW 68.24.130	Cemetery property-Sale for resale prohibited—Penalty
RCW 68.24.140	Commission on sales prohibited—Penalty
RCW 68.24.150	Unlawful employment of others to dispose of human remains
RCW 68.24.190	Opening road through cemetery—Penalty
RCW 68.28.060	Mausoleums-Improper construction a nuisance—Penalty
RCW 68.40.085	Endowment and Non-endowment care-Representing fund as perpetual—Penalty
RCW 68.40.090	Endowment and Non-endowment care-Penalty
RCW 68.50.020	Notice to coroner or medical examiner—Penalty
RCW 68.50.050	Removal or concealment of body—Penalty
RCW 68.50.100	Dissection, when permitted—Autopsy of person under the age of three years
RCW 68.50.108	Autopsies, postmortems—Consent to embalm, cremate body, or make final disposition—Time limitation
RCW 68.50.120	Holding body for debt—Penalty
RCW 68.50.130	Unlawful disposal of remains
RCW 68.50.185	Individual final disposition—Exception—Penalty
RCW 68.50.645	Skeletal human remains—Duty to notify—Ground disturbing activities—Coroner determination—Definitions
RCW 68.50.010	Unlawful damage to graves, markers, shrubs, etc.—Interfering with funeral
RCW 68.50.040	Nonconforming cemetery a nuisance—Penalty
RCW 68.60.040	Protection of cemeteries—Penalties
RCW 68.60.055	Skeletal human remains—Duty to notify—Ground disturbing activities—Coroner determination—Definitions

#### **12. RCW Title 69 Food, Drugs, Cosmetics, and Poisons**

RCW 69.04.060	Intrastate Commerce in Drugs and Cosmetics Criminal penalty for violations
RCW 69.04.070	Intrastate Commerce in Drugs and Cosmetics Additional penalty
RCW 69.06.060	Food and beverage establishment workers' permits-Penalty
RCW 69.07.150	Washington Food Processing Act-Violations-Penalties
RCW 69.22.090	Cottage Food Operations-Penalty
RCW 69.25.150	Washington Wholesome Eggs And Egg Products Act- Penalties—Liability of employer—Defense
RCW 69.28.185	Honey-Penalty
RCW 69.30.140	Sanitary Control of Shellfish-Penalties
RCW 69.36.060	Washington Caustic Poison Act of 1929-Penalty
RCW 69.38.040	Inspection of poison register-Penalty for failure to maintain register
RCW 69.38.040	False representation-Penalty
RCW 69.38.060	Manufacturers and sellers of poisons—License required—Penalty
RCW 69.40.055	Selling repackaged poison without labeling—Penalty
RCW 69.41.030	Legend Drugs-Prescription Drugs- Sale, delivery, or possession of legend drug without prescription or order prohibited—Exceptions—Penalty
RCW 69.41.050	Legend Drugs-Prescription Drugs - Labeling requirements—Penalty
RCW 69.41.170	Coercion of pharmacist prohibited—Penalty
RCW 69.41.320	Legend Drugs-Prescription Drugs - Practitioners—Restricted use—Medical records
RCW 69.41.350	Possessing steroid without a valid prescription
RCW 69.50.4011	Possession of Counterfeit Substance
RCW 69.50.4013	Possession of Controlled Substance
RCW 69.50.4014	Possession of forty grams or less of marijuana
RCW 69.50.412	Unlawful Use of Drug Paraphernalia
RCW 69.50.475	Marijuana retail outlets—Sale to persons under the age of twenty-one—Penalty
RCW 69.50.560	Controlled purchase programs—Persons under age twenty-one—Violation—Criminal penalty—Exceptions
RCW 69.90.020	Sale of "kosher" and "kosher style" food products prohibited if not kosher—Representations—Penalty

### **13. RCW Title 70 Public Health and Safety**

RCW 70.02.330	Obtaining confidential records under false pretenses - Penalty
RCW 70.05.120	Local Health Departments, Boards, Officers-Regulations, Violations—Remedies—Penalties
RCW 70.24.022	Interviews, examination, counseling, or treatment of infected persons or persons believed to be infected—Dissemination of false information—Penalty
RCW 70.24.025	Violations of health order—Penalties
RCW 70.24.027	Intentional transmission of HIV—Penalties
RCW 70.24.080	Control and Treatment of Sexually Transmitted Diseases-Penalty
RCW 70.28.033	Treatment, isolation, or examination order of health officer—Violation—Penalty
RCW 70.41.170	Operating or maintaining unlicensed hospital or unapproved tertiary health service—Penalty

RCW 70.42.180	Operating without a license—Injunctions or other remedies—Penalty
RCW 70.54.010	Polluting water supply—Penalty
RCW 70.54.020	Furnishing impure water—Penalty
RCW 70.54.030	Pollution of watershed of city in adjoining state—Penalty
RCW 70.54.050	Exposing contagious disease—Penalty
RCW 70.54.065	Ambulances and drivers—Penalty.
RCW 70.54.070	Door of public buildings to swing outward—Penalty
RCW 70.54.080	Liability of person handling steamboat or steam boiler
RCW 70.54.090	Attachment of objects to utility poles—Penalty
RCW 70.54.160	Public restrooms—Pay facilities—Penalty
RCW 70.54.350	Electrology and tattooing—Practitioners to comply with rules—Penalty
RCW 70.54.400	Retail restroom access—Customers with medical conditions—Penalty
RCW 70.58.280	Vital Statistics-Penalty
RCW 70.58A.590	Vital Statistics-Penalties
RCW 70.62.280	Transient accommodations-licensing-inspections-Violations—Penalty
RCW 70.74.160	Unlawful access to explosives
RCW 70.74.295	Abandonment of explosives
RCW 70.74.300	Explosive containers to be marked—Penalty
RCW 70.74.310	Gas bombs, explosives, stink bombs, etc.
RCW 70.155.080	Tobacco – Purchasing, possessing by persons under eighteen—Civil infraction—Jurisdiction.
RCW 70.160.030	Smoking prohibited in public places or places of employment.
RCW 70.160.075	Smoking prohibited within twenty-five feet of public places or places of employment—Application to modify presumptively reasonable minimum distance.
RCW 70.345.140	Vapor Products - Purchase or possession by persons under eighteen—Penalty—Jurisdiction.

**Section 4.** That there is adopted a new Chapter 10.60 of the Spokane Municipal Code as follows:

Division IV Local Criminal Violations

**Chapter 10.60 Local Criminal Code**

SMC 10.60.010	Pedestrian or Vehicular Interference
SMC 10.60.020	Sitting, Lying on Sidewalk in a Designated Zone
SMC 10.60.030	Loitering for the Purpose of Engaging in Drug-Related Activity
SMC 10.60.040	Urinating or Defecating in Public
SMC 10.60.050	Lewd Conduct
SMC 10.60.060	Having or Making Vehicle Prowling Tools
SMC 10.60.070	Interference with Health Care Facilities
SMC 10.60.080	Graffiti Offenses
SMC 10.60.090	Abuse of 911 Emergency Reporting Systems

**SMC 10.60.010 Pedestrian or Vehicular Interference**

- A. Consistent with the findings of other Washington State cities, the city council finds that it is important to the general welfare of the citizens and residents of the City to protect and preserve the public safety of pedestrians and to ensure the safe and efficient movement of pedestrian and vehicular traffic in public places. The city council further finds that public places as defined in this section serve the primary purpose of enabling pedestrian and vehicular traffic to safely and efficiently move about from place to place and that public places in the urban core have become increasingly congested and should be maintained to serve their primary purpose. Spokane, as well as other cities in Washington, has experienced an increase in the number of incidents of aggressive solicitation by individuals towards pedestrians and that pedestrian interference in public places deteriorates from the primary purpose and threatens public health, safety and welfare. The City has a compelling interest in protecting its citizens from threatening, intimidating or harassing behavior caused by aggressive solicitations, in preserving the quality of life in its urban center and in protecting and preserving the public health, safety and welfare.
- B. The following definitions apply in this section:
1. "Aggressively solicit" means to solicit anything of value and intentionally engage in conduct that would likely intimidate a reasonable person, including but not limited to touching, following, persistently soliciting anything of value after being refused, using violent or threatening language or gestures, or taking similar actions for the purpose of inducing another person into giving anything of value regardless of the solicitor's purpose.
  2. "Enter" means to cross the vertical plane of the edge of a prohibited roadway, which includes crossing the vertical plane of the roadway by any part of a person's body or any extension thereof or by use of any device used to extend a person's ability to reach into the roadway.
  3. "Intimidate" means to engage in conduct which would make a reasonable person fearful of imminent harm to his person or property or feel threatened.
  4. "Obstruct pedestrian traffic" means to intentionally walk, stand, sit, lie, or place an object in such manner as to obstruct or impede, or a person of ordinary sensibilities would conclude it tends to obstruct or impede, the free passage of pedestrians through the area; or that requires, or would require, evasive action by a pedestrian to avoid physical contact.
    - a. If the impediment or obstruction is caused by the size of a particular group of persons, all persons within the group are equally subject to this section.
    - b. Acts committed as a valid exercise of one's constitutional rights, which incidentally interfere with pedestrian traffic in order to exercise that right, or acts authorized by a special events permit or an obstruction permit issued pursuant to [chapter 10.39 SMC](#), [SMC 17G.010.210\(D\)](#), [SMC 12.02.0706](#), or [SMC 12.02.0730](#) do not constitute obstruction of pedestrian traffic.
  5. "Obstruct vehicular traffic" means:

- a. To solicit from the occupants of any vehicle and be physically present within or subsequently enter a prohibited roadway; or
- b. To intentionally engage in any conduct that would obstruct or impede the free flow of vehicular traffic on any public roadways or in a driveway located in the public right-of-way.

The following are not considered obstructing vehicular traffic:

- c. a person summoning aid in an emergency situation;
  - d. solicitation from the occupant of a vehicle that is legally parked.
6. "Prohibited roadway" means all on-ramp or off-ramp to Interstate 90 and all state routes and principal arterials located within the boundaries of the map set forth in [Attachment A](#), and also the first one hundred feet of a road that intersects any on-ramp or off-ramp to Interstate 90, or any state route or principal arterial located within the boundaries of the map set forth in [Attachment A](#), as measured from the edge of the state route, on-ramp or off-ramp to Interstate 90, or principal arterial.
- a. Prohibited roadway:
    - i. includes any portion of a road traveled by vehicles;
    - ii. includes paved shoulders and bike lanes;
    - iii. includes medians, which may be denoted by a physical barrier or solid yellow pavement markings;
    - iv. excludes all sidewalks and curbs; and
    - v. includes both sides of the road.
  - b. Prohibited roadways, with the exception of roadway within one hundred feet of any on-ramp or off-ramp to Interstate 90, or any state route or principal arterial, established herein are delineated upon [Attachment A](#), entitled "Prohibited Roadway," as adopted as part of this section as if contained herein. It shall be the duty of the director of the planning department to cause the official map to be updated and maintained by having changes entered that the city council may approve.
7. "Public place" means an area generally open to the public and includes alleys, bridges, buildings, driveways, parking lots, parks, plazas, sidewalks, and streets open to the general public, including those that serve food or drink or provide entertainment, and the doors and entrances to buildings or dwellings and the grounds enclosing them.
8. "Solicit" and all derivative forms of "solicit" means:
- a. to ask, beg, or plead whether orally, non-verbally or in a written or printed manner, for the purpose of immediately receiving contributions, alms, charity, or gifts of items of value for oneself or another person; or
  - b. either orally, non-verbally or in a written or printed manner, to sell or offer for immediate sale goods, services or publications;

- c. to distribute without remuneration goods, services, or publications or
  - d. to solicit signatures on a petition or opinions for a survey.
- C. A person is guilty of interference with pedestrian traffic if, in a public place, the person intentionally:
- 1. obstructs pedestrian traffic, or
  - 2. aggressively solicits.
- D. A person is guilty of interference with vehicular traffic if the person intentionally obstructs vehicular traffic except as permitted by state law or [chapter 16A.02](#) of the Spokane Municipal Code.
- E. Interference with pedestrian or vehicular traffic is a misdemeanor.
- F. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

**SMC 10.60.020      Sitting, Lying on Sidewalk in a Designated Zone**

A. Prohibition.

- 1. No person may sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk, during the hours between six a.m. and midnight in the zone designated in this section.
- 2. At all times it is unlawful to sit or lie on any drinking fountain, trash container, planter, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.
- 3. At all times it is unlawful to sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.

B. Exceptions.

The prohibition in subsection (A) of this section does not apply to any person:

- 1. sitting or lying down due to a medical emergency or due to a sensory, mental, or physical disability;
- 2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;
- 3. operating or patronizing a business with permission to occupy the sidewalk;
- 4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;



5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or
  6. sitting within a bus stop zone while waiting for public or private transportation;
  7. sitting on privately-owned sidewalk fixture with the permission of the owner;
  8. engaging in constitutionally protected expressive activities which would otherwise be restricted by the limitations in subsection (A) of this section.
  9. who is homeless during a time frame when shelter space is unavailable.
- C. No person shall be subject to enforcement under this section unless the person engages in conduct prohibited by this section within the entirety of the zone designated in this section after having been notified by a law enforcement officer that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within the designated zone, a law enforcement officer may then enforce this section.
- D. The zone where such conduct is prohibited is established in the map set forth in [Attachment A](#) (PDF 1.2MB).
- E. This section does not permit any conduct which is prohibited by SMC 10.60.010 regarding interference with pedestrian or vehicular traffic.
- F. It is the intent of the city council that homeless individuals subject to enforcement under this section be directed to emergency shelters, community/drug/mental health court, or other interventional services.
- G. A violation of SMC 10.60.020 is a misdemeanor.
- H. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

**SMC 10.60.030      Loitering for the Purpose of Engaging in Drug-related Activity**

- A. No person may loiter in or near any thoroughfare, skywalk, park, school or any place open to the public in a manner and under circumstances manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW.
- B. No arrest may be made under this section unless the arresting officer first affords the subject an opportunity to explain such conduct. It is a defense under this section that the explanation given was true and disclosed a lawful purpose.
- C. Circumstances which may be considered in determining whether a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW is manifested include, but are not limited to, the following:

1. The person is a known unlawful drug user. A “known unlawful drug user” is a person who:
  - a. has, within the knowledge of the arresting officer, been convicted:
    - i. in any court within this state, including a juvenile court, of any violation involving the use, possession or sale of any of the substances referred to in chapter 69.41 RCW, chapter 69.50 RCW and chapter 69.52 RCW; or
    - ii. of any violation of any of the provisions of said chapters of the Revised Code of Washington or substantially similar laws of any:
      - A. political subdivision of this state, or
      - B. other state; or
  - b. displays physical characteristics of drug intoxication or usage, such as “needle tracks”; or
  - c. possesses drug paraphernalia as defined in chapter 69.50 RCW; or
  - d. has, within the knowledge of the arresting officer, used, possessed or sold any controlled substance in violation of any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, regardless of whether the person was arrested for such use, possession or sale.
2. The person is currently subject to an order prohibiting his presence in a high drug activity geographic area.
3. The area involved is by public repute known to be an area of unlawful drug use and trafficking.
4. The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to chapter 69.53 RCW.
5. The person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is then engaged in an unlawful drug-related activity, including, by way of example only, acting as “lookout.”
6. The person is identified by the officer as a member of an association, group, organization or gang which has illegal drug activity as one of its significant characteristics, history or purpose.
7. The person transfers small objects or packages for currency in a furtive fashion.
8. The person takes flight upon the appearance of a police officer.

9. The person manifestly endeavors to conceal himself or any object which reasonably could be involved in an unlawful drug-related activity.
  10. The person refuses to identify himself upon request of an identified police officer.
  11. There is being used a vehicle known to be registered to a:
    - a. known unlawful drug user, or
    - b. person for whom there is an outstanding warrant for a crime involving drug-related activity.
- D. In determining whether a person is manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, the cumulative knowledge of all officers involved may be considered by the arresting officer.

**SMC 10.60.040      Urinating or Defecating in Public**

- A. It is unlawful for a person to intentionally urinate or defecate in a public place, other than a washroom or toilet room, under circumstances where such act could be observed by any member of the public.
- B. As used in this section, "public place" means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not) and buildings open to the general public, including those which serve food or drink or provide entertainment, and the doorways and entrances to those buildings or dwellings and the grounds enclosing them.
- C. A violation of this section is a misdemeanor.

**SMC 10.60.050      Lewd Conduct**

- A. It is unlawful for a person to intentionally perform any lewd act in a public place or at a place and under circumstances where such act could be observed by any member of the public.
- B. As used in this section a lewd act is:
  1. the touching, caressing or fondling of the genitals or female breast(s); or
  2. sexual intercourse; or
  3. masturbation
- C. This section is not applicable to:
  1. classes, seminars, and lectures held for serious scientific, cultural or educational purposes;
  2. expressive conduct such as exhibits, performances or dances that are not obscene, subject to time, place and manner restrictions; or
  3. the exposure of a female breast while nursing an infant or expressing breast milk.

D. A violation of this section is a misdemeanor.

**SMC 10.60.060 Having or Making Vehicle Prowling Tools**

- A. Every person who shall make or mend, or cause to be made or mended, or have in his possession, any engine, machine, tool, false key, pick lock, bit, nippers or implement, or any other implement listed in subsection (B) hereof, that is adapted, designed or commonly used for the commission of vehicle prowling, under circumstances evincing an intent to use or employ, or allow the same to be used or employed in the commission of vehicle prowling, or knowing that the same is intended to be so used, shall be guilty of making or having vehicle prowling tools.
- B. The following tools are to be considered prohibited implements:
1. Slim jim;
  2. False master key;
  3. Master purpose key;
  4. Altered, filed or shaved key;
  5. Trial ("jiggler") keys;
  6. Slide hammer;
  7. Lock puller; or
  8. Any other implement shown by facts and circumstances is intended to be used in the commission of vehicle prowling.
- C. For the purposes of this section, the following definitions shall apply:
1. "False Master Key" means any key or other device made or altered to fit locks or ignitions of multiple vehicles, or vehicles other than that for which the key was originally manufactured.
  2. "Altered, filed or shaved key" means any key so altered, by cutting, filing, or other means, to fit multiple vehicles, or vehicles other than the vehicle for which the key was originally manufactured.
  3. "Trial ("Jiggler") Keys" means keys or sets designed or altered to manipulate a vehicle locking mechanism other than the lock for which the key was originally manufactured.
  4. A person is guilty of vehicle prowling in the second degree if, with intent to commit a crime against a person or property therein, he or she enters or remains unlawfully in a vehicle other than a motor home, as defined in RCW [46.04.305](#), or a vessel equipped for propulsion by mechanical means or by sail which has a cabin equipped with permanently installed sleeping quarters or cooking facilities.
- D. It shall be prima facie evidence of circumstances evincing an intent to use for commission of vehicle prowling for a person to be in possession of multiple vehicle keys or altered vehicle keys unless the person is a bona fide locksmith or an employee of a licensed auto dealer or other position for which the possession of such keys is in the performance of the person's duties.

- E. Making or having vehicle prowling tools is a misdemeanor. A second or subsequent conviction shall be a gross misdemeanor.

**SMC 10.60.070 Interference with Health Care Facilities or Providers**

A. Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this section.

1. "Aggrieved" means:
  - a. A person, physically present at the health care facility when the prohibited actions occur, whose access is or is about to be obstructed or impeded;
  - b. A person, physically present at the health care facility when the prohibited actions occur, whose care is or is about to be disrupted;
  - c. The health care facility, its employees, or agents;
  - d. The owner of the health care facility or the building or property upon which the health care facility is located.
2. "Building" means any structure having a roof or a partial roof supported by columns or walls that is used or intended to be used for shelter or enclosure of persons or objects regardless of the materials of which it is constructed.
3. "Health care facility" means a facility that provides health care services directly to patients, including but not limited to, a hospital, clinic, health care provider's office, health maintenance organization, diagnostic or treatment center, neuropsychiatric or mental health facility, hospice, or nursing home.
4. "Health care provider" has the same meaning as defined in RCW 7.70.020 (1) and (2), and also means an officer, director, employee, or agent of a health care facility who sues or testifies regarding matters within the scope of his or her employment.
5. "Health service" means any medical, surgical, laboratory, testing or counseling service relating to the human body.
6. "Physical obstruction" means rendering impassable ingress to or egress from a building or rendering passage to or from a building unreasonably difficult or hazardous.

B. Prohibition.

It is unlawful for a person except as otherwise protected by state or federal law, alone or in concert with others, to willfully or recklessly interfere with access to or from a health care facility or willfully or recklessly disrupt the normal functioning of such facility, or to interfere with, or attempt to interfere with, any other person's exercise of rights secured by the United States Constitution or laws or of rights secured by the Constitution or laws of the state of Washington including, without limitation, RCW 9.02.100, by:

1. Physically obstructing or impeding the free passage of a person seeking to enter or depart from the facility or from the common areas of the real property upon which the facility is located;
  2. After having been ordered by a law enforcement officer to cease, making noise that can be heard within a building housing a health care facility and which is intended to cause, or actually causes either:
    - a. Jeopardy to the health of persons receiving health services within the building; or
    - b. interference with the safe and effective delivery of health services within the building.
  3. Trespassing on the facility or the common areas of the real property upon which the facility is located.
  4. Telephoning the facility repeatedly, or knowingly permitting any telephone under his or her control to be used for such purpose; or
  5. Threatening to inflict injury on the owners, agents, patients, employees, or property of the facility or knowingly permitting any telephone under his or her control to be used for such purpose.
- C. A first violation of SMC 10.60.070 (C) is a class 1 civil infraction. A second violation of SMC 10.60.070 (C) within one calendar year of the first violation is a gross misdemeanor punishable as follows.
1. For a first conviction, a fine of not less than five hundred (\$500) dollars and a jail term of not less than twenty-four (24) consecutive hours;
  2. For a second conviction, a fine of not less than seven hundred (\$700) dollars and a jail term of not less than seven (7) consecutive days; and
  3. For a third or subsequent conviction, a fine of not less than one thousand dollars (\$1,000) and a jail term of not less than thirty (30) consecutive days.
- D. Nothing in this section shall prohibit either lawful picketing or other publicity for the purpose of providing the public with information.
- E. Protection of Health Care Patients and Providers.
- A court having jurisdiction over a criminal proceeding under this section shall take all steps reasonably necessary to safeguard the individual privacy and prevent harassment of a health care patient or health care provider who is a party or witness in a proceeding, including granting protective orders and orders in limine.
- F. Private right of action. Each person or class of persons aggrieved by a violation of this section by any other person may bring an action against the person(s) violating this section in the Spokane County Superior Court. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate

to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.

- G. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

## **SMC 10.60.080      Graffiti Offenses**

### **A. Definitions**

1. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City department director or designee determines is necessary in the interest of the general health, safety, and welfare of the community.
2. "Graffiti" shall mean the unauthorized writing, painting, drawing, inscription, figure, or mark of any type that has been placed upon any property through the use of paint, ink, chalk, dye, markers, objects, adhesive material, or any other substance capable of marking property.
3. "Graffiti tools" shall mean any tool, instrument, article, substance, solution, or other compound designed or commonly used to etch, paint, cover, draw upon, gouge, or otherwise place a mark upon a piece of property, including paint contained in pressurized containers (spray paint), broad-tipped markers, etching compound, or other spray devices or mechanisms used to propel liquid which contains ink, paint, dye, or other similar substances which can be expelled under pressure, either through the use of aerosol devices, pumps, or similar propulsion devices, and is capable of marking property.
4. "Nuisance activity" is defined in SMC 10.68.020(H).
5. "Owner" shall mean any entity or entities having a legal or equitable interest in real or personal property, including but not limited to, the interest of a tenant or lessee.
6. "Property" shall mean any real or personal property which is affixed, incidental, or appurtenant to real property, including but not limited to, any structure, fence, wall, sign, or any separate part thereof, whether permanent or not.

### **B. Graffiti Vandalism.**

A person is guilty of the offense of graffiti vandalism if the person intentionally defaces public or private property, including any property of the City, by etching, painting, spray painting, covering, gouging, drawing upon or otherwise placing of a mark upon public or private property without authorization of the owner. It is not an offense under this section for a person to engage in expressive conduct on the public right of way using non-permanent, non-toxic means, such as chalk or water-soluble paints, in a manner which does not obstruct or interfere with the public right of way.

### **C. Graffiti Tools**

A person is guilty of possession of graffiti tools when the person possesses any tool(s), as defined in subsection A of this section, other than non-permanent means, such as water-soluble paint or chalk, under circumstances evincing an intent to use the same in order to deface property in violation of this chapter.

#### D. Penalty

Any person violating subsections B or C of this section shall be guilty of a gross misdemeanor.

#### E. Removal of Graffiti

1. No person owning or in control of any property may allow the property to be used as a location for graffiti or fail or refuse to remove, cover, or grant permission to City personnel, or City's designee, to remove or cover the graffiti from the property when so directed by a duly authorized City employee or its designee.
2. Failure to remove the graffiti within ten days (absent exigent circumstances, i.e., inclement weather, insurance delays, disability, etc.) after receipt of notification is a class 4 civil infraction. Each day of a continuing violation is a separate offense.
3. Notification by deposit in first class mail to the owner shall include the following:
  - a. The street address and legal description of the property sufficient for identification of the property, or where there is no postal address a legal description or parcel number.
  - b. A statement that the property suffers from nuisance activity resulting from graffiti, with a concise description of the conditions leading to the finding.
  - c. A statement that the graffiti must be removed within ten days after the receipt of the notice and that if the graffiti is not abated within that time the person owning or responsible for the property shall be subject to a class 4 civil infraction.
  - d. Notification shall include any graffiti removal assistance programs that may be available.
4. The City may charge the property owner or the person in possession of the property the cost to the City for the removal or covering of the graffiti when the removal or covering is performed by City personnel or City's designee.
5. Any owner or other in possession who fails to comply with City personnel's or City designee's direction under this section violates chapter 10.68 SMC.
6. The parents or legal guardians of any minor child arrested or found committing an act constituting graffiti vandalism may be jointly and severally liable for any damage caused by the minor to real or personal property, whether publicly or privately owned. This may include reimbursement for the removal of graffiti by either the City or the property owner.
7. Nothing in this section shall affect the right of any person to maintain a civil action arising out of graffiti damage to property.



8. Revenue generated to the City pursuant to the civil infractions in subsection B shall be used to fund the Police Department's graffiti abatement program.

**SMC 10.60.090 Abuse of 911 Emergency Reporting Systems**

- A. Every person who knowingly calls a 911 emergency reporting system for a purpose other than to report a situation that requires prompt service in order to preserve or protect human life or health or property commits abuse of 911 emergency reporting systems.
- B. Abuse of 911 emergency reporting systems is a simple misdemeanor. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter and has been given an opportunity to comply and has refused to comply. If the individual fails to comply, a law enforcement officer may then issue a citation under this section.
- C. It is the intent of the Spokane City Council that persons with diagnoses of mental illness, and who are charged under this section, be provided interventional services to address behaviors which violate this section.

**Section 5.** That new Chapters 10.62 through 10.74 of the Spokane Municipal Code recodifying Code Enforcement and Animal Regulations are hereby created as follows:

Division V Code Enforcement and Animal Regulations

Chapter 10.62	Litter and Rubbish
Chapter 10.64	Fire Hazard from Vegetation and Debris
Chapter 10.66	Junk Vehicle Abatement
Chapter 10.68	Chronic Nuisance Properties
Chapter 10.70	Noise Control
Chapter 10.72	Adult Arcades
Chapter 10.74	Animal Control

**Chapter 10.62 Litter and Rubbish**

**SMC 10.62.010 Definitions**

The term "litter" as used in this section means and includes refuse, rubbish, garbage, discarded items and all waste material of every kind and description.

**SMC 10.62.020 Litter Violations**

- A. No person may place:
  1. throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, except in accordance with the regulations of the solid waste management department;

2. or deposit litter on the private property of another without the property owner's permission;
  3. litter accumulated on private property, or burning or smoldering materials, or dead animals, in any receptacle provided by the City for litter disposal; or remove or disturb the contents of any such receptacle except as authorized by the City;
  4. or deposit any litter or any other thing into any garbage can, dumpster or other receptacle located on the property of another, except such containers or receptacles placed in an area open to the public and designated for deposit of litter by the public.
- B. No owner or occupant of private property may deposit or accumulate, or permit the deposit or accumulation of, litter upon such private property. This subsection does not prohibit the storage of garbage or rubbish in public or private litter receptacles, or in garbage cans or in securely tied bundles, when such storage meets the requirements of the solid waste management department.
- C. No owner or occupant of abutting property may allow the accumulation of litter on sidewalks or planting strips, whether or not such litter is deposited by such owner or occupant.

**SMC 10.62.030          Presumption Created**

The existence among any articles deposited in violation of this section of more than two items which identify a particular person creates a rebuttable presumption that the person so identified is responsible for the unlawful deposit.

**SMC 10.62.040          Penalties**

A violation of this chapter is a:

1. class 3 civil infraction when a person litters in an amount less than or equal to one cubic foot;
2. class 1 civil infraction when a person litters in an amount greater than one cubic foot; or
3. class 1 civil infraction for which the maximum penalty and default amount in five hundred dollars when a person discards a cigarette, cigar or other tobacco product capable of being lit. (RCW 70.93.060)

**Chapter 10.64          Fire Hazard from Vegetation and Debris**

**SMC 10.64.010          Fire Hazard from Vegetation and Debris**

- A. Owners and occupants of property within the City must remove or destroy all grass, weeds, shrubs, bushes, trees, and vegetation growing or which has grown and died and all debris which are a fire hazard or a menace to the public health, safety, or welfare.
- B. In considering whether such condition is to be declared a nuisance, the fire official, code enforcement officer, or other authorized officer considers whether the:

1. situation is present during the dry season, May 1st through November 30th;
  2. lack of rain for ten continuous days has negatively affected soil moisture content;
  3. average air temperature has been above seventy degrees Fahrenheit for ten continuous days;
  4. length of the grass or other vegetative material, whether standing or matted, is ten inches or more; and
  5. vegetation is within ten feet of a combustible fence or other structure.
- C. The City may cause the removal or destruction of such vegetation and debris by notice of violation and, as appropriate in each case:
1. issuance of a class 1 civil infraction for the violation; or
  2. direct action by City forces or contract, the cost of which will be billed to the owners of the property or as a utility service to the property. Fees for fire hazard abatement are contained in [SMC 8.02.0616](#).
- D. For large parcels of land exceeding ten thousand square feet, abatement may be by a fuel break of at least ten feet adjacent to any abutting property.

## **Chapter 10.66          Junk Vehicle Abatement**

### **SMC 10.66.010          Definitions**

For the purposes of this chapter, the following words shall have the following meanings:

- A. "City" means the City of Spokane.
- B. "Code compliance officer" means a regular or special commissioned officer.
- C. "Director" means the director of the department of licensing or a designee.
- D. "Impound," for purposes of this chapter, means to take and hold a vehicle in legal custody.
- E. "Inoperable" means incapable of being operated legally on a public highway, including but not limited to not having a valid, current registration plate.
- F. "Junk vehicle" means a vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements:
  1. Is three years old, or older.
  2. Is extensively damaged, such damage including but not limited to any of the following:
    - a. A broken window or windshield.

- b. Missing wheels, tires, motor or transmission.
- 3. Is apparently inoperable.
- 4. Has an approximate fair market value equal only to the approximate value of the scrap in it.
- G. "Vehicle," for the purposes of this chapter, has the same definition as the definition of "vehicle" in RCW 46.04.670.

**SMC 10.66.020      Abatement and Removal of Junk Vehicles from Private Property**

- A. Except as provided in subsection III of this section, all junk vehicles placed or situated upon private property within the city limits of Spokane are public nuisances to be abated as provided in this chapter.
- B. This section shall apply even in cases where permission has been given for the vehicle to be left on the property.

**SMC 10.66.030      Exceptions**

This chapter does not apply to a vehicle or part thereof that is:

- A. completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
- B. stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130.

**SMC 10.66.040      Violation Notice – Abatement – Service**

- A. A code compliance officer is authorized to issue and serve an abatement notice upon reasonable belief that a violation of one or more provisions of this chapter has occurred.
- B. The abatement notice shall be issued to the property owner of record upon which land a vehicle deemed to be in violation of this chapter is located, as shown on the last equalized assessment roll, and to the last registered and legal owner of record of such vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership.
- C. The abatement notice may be served by means of personal service, or by mailing a copy of the abatement notice to such person at his last known address as determined by the code compliance officer by certified mail, with a five-day return receipt requested.
  - 1. Proof of personal service shall be made by a written declaration under penalty of perjury by the person effecting the service, declaring the time and date of service and the manner by which service was made.

D. The abatement notice shall contain substantially the following information:

1. The name and address of the person to whom the notice is issued.
2. The location of the subject property by address or other description sufficient for identification of the subject property.
3. A description of the vehicle and its location, and the reasons for which the City deems it to be a public nuisance in violation of this chapter.
4. A description of the corrective action necessary to eliminate the violation.
5. The date by which the corrective action must be completed.
6. A statement that the person(s) to whom the notice of violation and abatement is issued, if they wish to appeal the notice, they may submit a written notice of appeal and pay the appeal fee in [SMC 8.02.087](#) to the office of the hearing examiner.
7. A statement that if any of the persons to whom the notice of violation and abatement is issued fail to submit a notice of appeal within ten calendar days of the date of the notice or fail to voluntarily abate the nuisance by the date required, the City or its designee will abate the nuisance by removing and disposing of the vehicle and will assess all costs of the abatement against the owner of the land upon which the vehicle is located; and/or issue a class 1 civil infraction.
8. A statement that the owner of the land upon which the vehicle is located may provide a written statement prior to completing the corrective action required by the date set forth in the notice and deny responsibility for the presence of the vehicle on the land, with his reasons for the denial, as provided in subsection VI of this section.

**SMC 10.66.050      Failure to Remove Junk Vehicle**

- A. Failure to remove the junk vehicle as outlined in the notice of abatement may result in a class I civil infraction, and/or the removal and disposal of the vehicle at the expense of the owner of the land upon which the vehicle is located. Additional fees may be assessed against the registered owner of the vehicle or the owner of the land upon which the vehicle is located, by the City or its designee, for all costs required to abate the nuisance per subsection IV of this section.
- B. Failure to remove the junk vehicle as a result of a appeal to the hearing examiner may result in a class I civil infraction. Additional fees may be assessed against the registered owner of the vehicle or the owner of the land upon which the vehicle is located, by the City or its designee, for all costs required to abate the nuisance per subsection IV of this section.

**SMC 10.66.060      Appeal Hearing**

- A. Hearings on contested abatement notices are to be scheduled and heard before the hearing examiner.

- B. The hearing examiner will conduct the hearing required by this chapter no more than eighteen calendar days after the appeal is filed.
- C. If the hearing examiner determines that multiple parties share responsibility for the nuisance, the hearing examiner will allocate the assessment of costs of administration, removal, and disposal among the responsible parties.
- D. An appellant may appear in person at the hearing or present a written statement to explain the grounds for appeal. The hearing examiner must receive the written statement in time for consideration at the hearing. The appellant may be represented by counsel at the hearing, may present evidence and ask questions related to the notice of violation, and may call witnesses to testify on his behalf.
- E. The City shall have the burden of proof to establish by a preponderance of the evidence that a violation has occurred and that the required corrective action is reasonable.
- F. The hearing examiner shall determine whether the City has established, by a preponderance of the evidence that a violation has occurred and that the required corrective action is reasonable and shall affirm, modify, or vacate the decisions regarding the alleged violation and/or the required corrective action.

**SMC 10.66.070      Order of the Hearing Examiner**

- A. The order of a hearing examiner shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order by certified mail to such person at his last known address as determined by a code compliance officer.
- B. The hearing examiner may make a determination in the order assessing administrative costs or costs related to the impoundment/abatement of the violator's vehicle.
  - 1. If it is determined at the hearing that the vehicle was placed on the land without the consent of the landowner and that he has not subsequently acquiesced in its presence, then the hearing examiner's order shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the property owner.

**SMC 10.66.080      Removal and Disposal – Costs – Liens**

- A. After notice has been given of the City's intent to dispose of the vehicle through the notice of abatement or after the appeal hearing has been held the vehicle or part thereof shall be removed at the request of a law enforcement officer or limited commission officer and disposed of to a licensed motor vehicle wrecker or hulk hauler with notice to the Washington State patrol and the state department of licensing that the vehicle has been wrecked.
  - 1. Any vehicle or part thereof impounded pursuant to this chapter shall be processed in accordance with the laws of the State of Washington.
- B. Any registered disposer under contract of the City for the impounding of vehicles shall comply with any administrative regulations relative to the handling and disposing of vehicles as may be promulgated by the local authority or the director.

- C. The impounding of a vehicle shall not preclude charging the violator with any violation of the law on account of which such vehicle was impounded.
- D. In addition to, or in lieu of, any other state or local provisions for the recovery of costs, the City may, after removal of a vehicle under this chapter, file for record with the County auditor to claim a lien for the cost of removal and any and all outstanding fines and collection costs, which shall be in substance in accordance with the provision covering mechanics' liens in chapter 60.04 RCW, and said lien shall be foreclosed in the same manner as such liens.

#### **SMC 10.66.090 Severability**

If any section, subdivision, part or word of this chapter or any regulation, rule or order adopted pursuant to the authority thereof be determined invalid, it shall not affect the remainder of the chapter, but be confined to the section, subdivision, part or word directly involved in the controversy with the section, subdivision, part or word severed or stricken.

### **Chapter 10.68 Chronic Nuisance Properties**

#### **SMC 10.68.010 Nuisance Properties - Purpose**

The City of Spokane is committed to protecting its citizens from the dangers of properties that are abandoned, where unsafe conditions exist or where crime repeatedly occurs. Such properties are known as "nuisance properties" because of their adverse impact on the quality of life of Spokane's citizens. Additionally, when owners, financial institutions and persons in charge fail to take responsible action to secure and care for these properties, they deteriorate and become "chronic nuisance" properties. Chronic nuisance properties create a substantial financial burden, pose a significant strain on city services, interfere with other's use and enjoyment of their lands, and are a prohibited public nuisance. Persons in charge of such properties have a duty to take all reasonable measures to prevent and abate nuisance activity. It is the purpose of this chapter to hold legally and financially accountable the owners and persons in charge of nuisance and chronic nuisance properties, and to provide for the restoration and abatement of such properties. It is also the purpose of this chapter to provide for the closure of abandoned properties that are not subject to the building official process under [Chapter 17F.070 SMC](#).

#### **SMC 10.68.020 Definitions**

For purposes of this chapter, the following words or phrases shall have the meaning prescribed below:

- A. "Abandoned property", for purposes of defining a chronic nuisance, means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals.
- B. "Abate" means to repair, replace, remove, destroy, return to productive use, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City department director or designee

determines is necessary in the interest of the general health, safety and welfare of the community.

- C. "Abatement agreement" means a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.
- D. "Chronic nuisance property" means:
  - 1. a property on which nuisance activity is observed on three or more occasions during any sixty-day period or on which nuisance activity is observed on seven or more occasions during any twelve-month period, or
  - 2. a property where, pursuant to a valid search warrant, evidence of drug-related activity has been identified two or more times, or
  - 3. any abandoned property where nuisance activity exists.
- E. "Control" means the ability to regulate, restrain, dominate, counteract or govern property or conduct that occurs on a property.
- F. "Drug-related activity" means any unlawful activity at a property which consists of the manufacture, delivery, sale, storage, possession, use, or giving away of any controlled substance as defined in chapter 69.50 RCW, legend drug as defined in chapter 69.41 RCW, or imitation controlled substances as defined in chapter 69.52 RCW. Possession of marijuana that is legal under state law shall not result in enforcement action under this ordinance.
- G. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.
- H. "Nuisance activity" means and includes:
  - 1. Any civil code violation as defined by state law or local ordinance occurring around or near the property, including, but not limited to, the following activities, conditions or behaviors:
    - a. Litter and Rubbish
    - b. Fire Hazard from Vegetation and Debris
    - c. Any dangerous animal violations
    - d. Fire Code Violations
    - e. Alcohol beverage control violations, as defined in RCW 66.44.
    - f. General Nuisance



- i. any act or omission, as provided in Chapter 7.48 RCW or Chapter 9.66 RCW or which unreasonably:
    1. interferes with the comfort, solitude, health or safety of others; or
    2. offends common sensibilities and senses by way of extreme noise, light or odor; or
    3. obstructs or renders hazardous for public passage any public way or place; or
    4. pollutes or renders less usable any watercourse or water body.
  - ii. maintaining or permitting upon any land:
    1. refrigerator, freezer or other insulated container within which a child could suffocate;
    2. a pit, excavation, swimming pool, well or other uncovered hole into which a person could fall;
    3. lumber, metal, plastic, paper, cardboard, or other scrap material deposited in such place and manner as to constitute a hazardous attraction to children;
    4. unused or junk vehicle or machinery or parts unless enclosed and secured as required by law for wrecking yards or junk yards;
    5. an abandoned or vacant building, structure or part thereof not securely closed to entry;
    6. toxic, radioactive, caustic, explosive, malodorous or septic substances, such as putrescent animal, fish or fowl parts, animal or vegetable waste matter, excrement and any material likely to attract or breed flies or rats, unless kept in proper receptacles as provided by the health and refuse laws; or
    7. structure, collection of wood, cloth, paper, plastic or glass material, vegetation or flammable substances kept in such manner as to create a substantial risk of combustion or spread of fire.
2. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by State or local ordinance occurring on, around, near or having a nexus to a property, including but not limited to:
    1. Stalking
    2. Harassment
    3. Failure to disperse
    4. Disorderly conduct

5. Assault including domestic violence assault
  6. Reckless endangerment
  7. Prostitution
  8. Patronizing a prostitute
  9. Indecent exposure
  10. Lewd conduct
  11. Any firearms or dangerous weapons violations
  12. Noise
  13. Loitering for the purpose of engaging in drug-related activity
  14. Drug-related activity.
  15. Gang-related activity, as defined in: RCW 59.118.030.
  16. Any crimes of domestic violence.
  17. Any violation of any protection order.
  18. Warrant arrests, or any instance in which a DOC offender is located at a property while in violation of DOC supervision.
  19. Reckless Driving, Driving Under the Influence, Vehicular Homicide and Assault
  20. Possession of stolen property
  21. Trafficking in stolen property and/or criminal profiteering
  22. Theft, trafficking, or unlawful possession of commercial metal property
  23. Identity theft
  24. Rendering criminal assistance
  25. Possession of stolen vehicle
- I. "Owner" means any person having any interest in the real estate in question as indicated in the records of the office of the Spokane County auditor, or who establishes under this chapter, their ownership interest therein.

- J. "Person" means natural person, financial institution, bank, joint venture, partnership, association, club, company, corporation, business trust, organization or the manager, lessee, agent, officer or employee of any of them.
- K. "Person associated with a property" means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit, a property or a person present on property, including without limitation, any officer, director, customer, agent, employee or any independent contractor of a property, or a person in charge of or owner of a property.
- L. "Person in charge" of a property means any person in actual or constructive possession or control of a property, including, but not limited to, an owner, occupant, agent or property manager of a property under his control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one time multiple persons in charge of a property all of which may be jointly and severally liable under this chapter.
- M. "Premises and property" may be used by this chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.
- N. "Rental unit" means any structure or that part of a structure including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.

**SMC 10.68.030            General Nuisance – Penalty**

No person in charge may maintain or permit nuisance activity under section 10.68.020.H.1(f) of this chapter upon any land or property within the City of Spokane. Any person in charge who maintains or permits nuisance activity under section 10.68.020.H.1(f), and fails to respond to the City and/or refuses to permit the City to fully abate the property, commits a misdemeanor.

The procedures for chronic nuisance properties which are set out in SMC 10.68.040 for chronic nuisance properties do not apply to this section.

**SMC 10.68.040            Chronic Nuisance Property – Procedure**

**A. Chronic Nuisance Notice**

- 1. When documentation confirms a chronic nuisance property, as defined by subsection II of this section, the chief of police, or his designee shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.
- 2. The notice shall indicate the following:
  - a. the street address or a legal description sufficient for identification of the property;
  - b. a concise description of the nuisance activities that have occurred on the property and whether the property is abandoned;

- c. a warning that the person in charge of the property may be subject to penalties as set forth in this chapter.
  - d. a demand that the person in charge respond to the chief of police or his designee within ten days of service of the chronic nuisance notice to discuss the nuisance activities and create a plan to abate the nuisance;
  - e. a statement that the person in charge shall have an opportunity to abate the nuisance giving rise to the nuisance; and
  - f. a warning that, if the person in charge does not respond, as required, or if the matter is not voluntarily corrected to the satisfaction of the chief of police, or his designee, the City may file an action to abate the property as a chronic nuisance property pursuant to this chapter and/or take other action against the property or person in charge.
3. Such notice shall be either:
- a. personally served, or
  - b. delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Spokane County auditor, if different than the person in charge of the property.

**B. Requirement to Respond**

A person in charge who receives notice pursuant to this section must, within ten days, contact the officer who issued the notice to establish a plan of action to eliminate the conditions, behaviors or activities which constitute a nuisance at the property.

**C. Abatement Agreement/Approved Plan to Abate**

- 1. The person in charge shall enter into an abatement agreement or otherwise produce a plan approved by the chief of police or his designee to abate the nuisance within fifteen days of the issuance of the chronic nuisance notice.
- 2. The abatement agreement, or approved plan to abate, shall be signed by the person in charge and shall include the following:
  - a. The name and address of the persons in charge of the property;
  - b. The street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;
  - c. A description of the nuisance activities and whether the property is abandoned;
  - d. The necessary corrective action to be taken, and a specific date or time by which correction must be completed.

D. Corrective Action

Once the person in charge has entered into an abatement agreement or otherwise produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance. Corrective action may include, but is not limited to:

1. Effective tenant screening, leasing and rule enforcement;
2. Implementing physical improvements for crime prevention;
3. Providing security for the property;
4. Evicting persons responsible for the nuisance activity; and
5. Pursuing other remedies available to the owner pursuant to any lease or other agreement.

- E. The City of Spokane shall offer services to persons in charge with known mental or physical disabilities in order to facilitate such persons taking all lawful and reasonable corrective action necessary to abate the nuisance.

All corrective action must conform to state and local laws, including but not limited to RCW 59.18.580, the Victim Protection Limitation on Landlord's Rental Decisions.

**SMC 10.68.050 Penalties**

A. Failure to Respond

It is a class 1 civil infraction for any person in charge to fail to respond to the chief of police or his designee within ten days of service of the chronic nuisance notice.

B. Failure to Enter Agreement or Produce an Approved Plan to Abate

It is a class 1 civil infraction for any person in charge to fail to enter into an abatement agreement or otherwise produce an approved plan to abate the nuisance within fifteen days of the issuance of the chronic nuisance notice.

C. Failure to Abate Nuisance

After the issuance of the chronic nuisance notice, and after the time to enter into an abatement agreement or otherwise produce an approved plan has passed, every subsequent nuisance activity is a class 1 civil infraction.

- D. The penalties and remedies of this chapter are not exclusive and do not affect any other enforcement actions taken by the City under this chapter, or any other section of the municipal code or law or enforcement actions taken by a different jurisdiction.

**SMC 10.68.060 Commencement of Abatement Action – Enforcement**

- A. The matter may be referred to the city attorney for review and a determination of whether to initiate legal action.
- B. In any action filed, the City shall have the burden of showing by a preponderance of the evidence that the property is a chronic nuisance property. Police reports, official city reports, and affidavits may be offered as evidence of chronic nuisance. The failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action.
- C. If the superior court determines the property to be a chronic nuisance under this chapter the court may:
  - 1. impose a warrant of abatement ordering the complainant to take all necessary steps to abate, deter and prevent the resumption of such nuisance; which may include but is not limited to, the immediate:
    - a. vacation of the premises;
    - b. closure and securing of the premises;
    - c. removal of litter, rubbish and junk vehicles from the premises;
    - d. safety inspection by Code Enforcement, Building Official, Fire Marshal, or any other government agency;
    - e. removal of personal property subject to seizure and forfeiture pursuant to RCW 69.50.505. or RCW 10.105.010.
  - 2. impose the expenses of abating, or attempting to abate, the nuisance on the property and/or the person in charge;
  - 3. impose a fine, civil penalty or award damages;
  - 4. order the property into receivership in accordance with RCW 7.60 and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use;
  - 5. order the person in charge to pay relocation assistance to any tenant who must relocate because of the order of abatement, and who the court finds not to have caused or participated in nuisance activities at the property; and
  - 6. any other further relief deemed appropriate by the court.
- D. In assessing the penalties and remedies, the court may consider the following factors:
  - 1. The actions taken by the person in charge to mitigate or correct the nuisance activity.
  - 2. The financial condition of the person in charge.

3. Any known mental or physical disabilities of the person in charge.
  4. The repeated or continuous nature of the nuisance activity.
  5. The statements of the neighbors or those affected by the nuisance activity; and
  6. Any other factor deemed relevant by the court.
- E. Any fine, civil penalty and/or expense awarded to the City may be filed with the city treasurer who shall cause the same to be filed as a lien on the property with the county treasurer. Expenses shall be submitted to the court for review and may be collected on execution.
- F. The City shall file a formal lis pendens notice when an action for abatement is filed in the superior court.
- G. The superior court shall retain jurisdiction during any period of closure or abatement of the property.
- H. Spokane municipal court is to have jurisdiction of all civil infractions issued pursuant to this chapter.

#### **SMC 10.68.070          Summary Closure**

Nothing in this chapter prohibits the City from taking any emergency action for the summary closure of such property when it is necessary to avoid an immediate threat to public welfare and safety. The City may take summary action to close the property without complying with the notification provisions of subsection IV of this section, but shall provide such notice as is reasonable under the circumstances.

#### **SMC 10.68.080          Severability**

If any portion of this chapter, or its application to any person or circumstances, is held invalid, the validity of the chapter as a whole, or any other portion thereof, or the application of the provision to other persons or circumstances is not affected.

### **Chapter 10.70          Noise Control**

#### **SMC 10.70.010          Declaration of Policy**

It is the policy of the City to minimize the exposure of citizens to the harmful physiological and psychological dangers of excessive noise and to protect, promote and preserve the public health, safety and welfare while affording appropriate protection to free speech activity as required by applicable constitutional law. It is the express intent of the City to regulate the level of noise in a manner, which promotes commerce; the use, value and enjoyment of property; sleep and repose; and the quality of the environment. It is the purpose of this section to enable all citizens of the City to peacefully coexist in a manner which is mutually respectful of the interest and rights of others.

#### **SMC 10.70.020          Findings of Special Conditions**

The problem of noise in the City has been a continuous public health, safety and welfare concern for the City of Spokane government and its departments, including the police department. On the basis of this experience and knowledge of conditions within the City, the city council finds that special conditions exist within the City, which makes necessary any and all differences between this chapter and the regulations adopted by the Washington State department of ecology.

#### **SMC 10.70.030        Definitions**

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. "A-weighted sound level" means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. "Ambient sound" means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. "Amplified" means to increase a sound level by electronic, mechanical or other means.
- D. "Amplification equipment" means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. "Background sound level" means the level of all sounds in a given environment, independent of the specific source being measured.
- F. "Commercial noise" means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. "dBA" means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.
- H. "Decibel" (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated "dB."
- I. "EDNA" means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.



- J. "Exterior electrical equipment noise" means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.
- K. "Law enforcement officer" means a police officer or other officials who have a limited police commission.
- L. "Lmax" means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax "fast" is defined as a 125-millisecond time-weighted maximum.
- M. "L(n)" means sound level that is exceeded "n" percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. "Mosquito device" means an electronic device which emits sound at a frequency of 17 kHz or above.
- O. "Performer" means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.
- P. "Plainly audible" means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- Q. "Public disturbance noise" means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. "Unreasonable sound" is defined in this chapter.
- R. "Public right-of-way" means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. "Receiving property" means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. "Sound amplification equipment" means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. "Sound level" means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.

- V. "Sound level meter" means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.
- W. "Unreasonable sound" means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

**SMC 10.70.040 Exemptions**

- A. The City exempts from the provisions of this chapter those sounds set forth in WAC 173-60-050 unless otherwise specially prohibited under this chapter.
- B. Activities which receive a special event permit under [chapter 10.39 SMC](#) and provided the provisions of SMC 10.70.110 are met.
- C. Sounds created by the official operation of public safety emergency equipment.

**SMC 10.70.050 Unlawful Sounds – Maximum Permissible Environmental Sound Levels and Prohibited Frequencies**

- A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.70.050 through SMC 10.70.080.
- B. It is unlawful for any person to use, deploy, or activate a mosquito device as defined in this chapter which is audible in any public space or right of way in Spokane, or to use, deploy, or activate any device which generates sound at a frequency of 8 kHz to 17 kHz and which is audible in any public space or right of way in Spokane for longer than five (5) minutes in any one-hour period.

**SMC 10.70.060 Identification of Environments**

- A. Environmental designations for noise abatement are as follows:
- a. Class A EDNA: Residential land use district:

Residential Agricultural	RA
Residential Single-family	RSF
Residential Two-family	RTF
Residential Multifamily	RMF
Residential High Density	RHD

b. Class B EDNA: Commercial, Retail and Office land use district:

Office	O
Office Retail	OR
Neighborhood Retail	NR
Neighborhood Mixed Use	NMU
Community Business	CB
General Commercial	GC
Center and Corridor	CC1, CC2, CC3, CC4
Central Business District	CBD-1, CBD-2, CBD-3, CBD-4, CBD-5, CBD-6

c. Class C EDNA: Industrial land use district:

Light Industrial	LI
Heavy Industrial	HI
Planned Industrial	PI

B. The land use districts listed in the City of Spokane Land Use Code, Title 17C SMC, are classified for the purposes of this chapter as follows:

1. Residential land use district: Residential Agricultural, RA; Residential Single-family, RSF; Residential Two-family, RTF; Residential Multifamily, RMF; Residential High Density, RHD;
2. Commercial, Office and Retail land use district: Office, O; Office Retail, OR; Neighborhood Retail, NR; Neighborhood Mixed Use, NMU; Community Business, CB; General Commercial, GC; Center and Corridor, CC1, CC2, CC3, CC4; Central Business District, CBD-1, CBD-2, CBD-3, CBD-4, CBD-5, CBD-6;
3. Industrial land use district: Light Industrial, LI; Heavy Industrial, HI; Planned Industrial, PI.

**SMC 10.70.070 Maximum Permissible Environmental Sound Levels**

A. Maximum Permissible Environmental Sounds.

For sound sources located within the city, no sound is permitted to exceed the maximum permissible exterior sound levels established by WAC 173-60. Maximum permissible sound levels are as follows:

EDNA of Noise Source	EDNA of Receiving Property		
	Class A (dBA)	Class B (dBA)	Class C (dBA)
Class A	55	57	60
Class B	57	60	65
Class C	60	65	70

Class A - Residential Zones Class B - Commercial, Office, Retail Zones Class C - Industrial Zones
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- B. The maximum permissible sound levels established by this chapter are modified as follows:
1. Reduce by ten dBA between the hours of ten p.m. to seven a.m. for receiving property in Class A EDNAs; and
  2. Increase for short duration for any receiving property at any time:
    - a. Increase by five dBA for fifteen minutes (L08) in any one-hour period; or
    - b. Increase by ten dBA for five minutes (L02) in any one-hour period; or
    - c. Increase by fifteen dBA for one and a half minutes (Lmax) in any one-hour period; and
- C. Where a receiving property lies within more than one EDNA classification, the maximum permissible sound level shall be determined by the most noise sensitive EDNA zone.
- D. The point of measurement shall be at the property boundary of the receiving property.
- E. Enforcing authority: neighborhood services and code enforcement or police department.

**SMC 10.70.080      Commercial Noise**

- A. Commercial and exterior electrical equipment noises are subject to the sound limits of SMC 10.58.080(G).
- B. Enforcing authority: neighborhood services and code enforcement department.

**SMC 10.70.090      Public Disturbance Noise**

- A. It is unlawful for any person to knowingly cause or permit sound that is a public disturbance noise defined in SMC 10.58.080(C) and refuse or intentionally fail to cease the noise when ordered to do so by a law enforcement officer. The content of the sound will not be considered in determining any violation of this chapter.

The police department shall develop policy or standard operating procedure to address repeated filings of unfounded complaints by a single individual.

- B. Unless provided for in subsection (3), public disturbance noises originating from real or personal property possessed or controlled by the person causing or permitting the public disturbance noise are prohibited at all times unless otherwise specified, and include but are not limited to the following sounds if the sound is plainly audible across a real property boundary, or fifty feet from the source, whichever is less:

1. The frequent, repetitive and/or continuous sounding of any horn, siren, or alarm attached to a motor vehicle, except when used as a warning of danger or as specifically permitted or required by law.
  2. The frequent, repetitive and/or continuous sounding outdoors of any emergency warning device where an actual emergency does not exist; provided, that sounds created during maintenance or testing of the emergency warning devices does not constitute a noise disturbance.
  3. The frequent, repetitive, and/or continuous sounds in connection with the starting, operation repair, rebuilding, and/or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine.
  4. The frequent, repetitive, and/or continuous sounds, which emanate from real property possessed or controlled by the person causing or permitting the sound, such as sounds from audio equipment, television set, video equipment, musical instruments, band sessions and/or social gatherings.
  5. The frequent, repetitive and/or continuous sounds caused by operating or playing, or permitting the operating or playing, of motor vehicle audio equipment such as tape players, radios, and compact disc players, whether portable or stationary or mounted on or within a motor vehicle.
  6. The frequent, repetitive and/or continuous sounds caused by the use of fireworks or other blasting devices without the appropriate permit.
- C. Public disturbance noises originating from a person or his personal property while on public property, or a public right-of-way, are prohibited at all times as set forth unless otherwise specified.
1. A person or performer creating a sound, whether amplified or unamplified, between the hours of ten p.m. and seven a.m. on public property or on a public right-of-way so as to be plainly audible across a real property boundary which is not the source of sound unless otherwise permitted; or
  2. A person or performer creating a sound, whether amplified or unamplified, between the hours of seven a.m. and ten p.m. on public property or on a public right-of-way so as to be plainly audible one hundred feet or more from the source of the sound.
    - a. In addition to audibility at one hundred feet, the enforcing authority shall use any or all of the following criteria to determine violation:
      - i. whether the sound is loud enough to cause vibration of building elements (i.e. rattling windows),
      - ii. the content of the sound, such as heavy bass frequencies,
      - iii. the background sound level at the location,
      - iv. the duration of the sound at a single location where the sound is audible, and/or
      - v. the location and time of day.

D. Enforcing authority: police department.

#### **SMC 10.70.100          Entertainment Facilities**

- A. Entertainment facilities and amusement facilities as defined in [10.23A.010\(B\) SMC](#) and including, adult cabarets and teen clubs must obtain permits and comply with the requirements under [chapter 10.23A SMC](#).
- B. Entertainment facilities and amusement facilities including adult cabarets and teen clubs which are granted a permit for indoor entertainment under [chapter 10.23A SMC](#) are prohibited from allowing sound that is plainly audible to a person of normal sensitivities fifty feet from the establishment. Doors to the facilities must remain closed during business hours, except for ingress and egress.
- C. Entertainment facilities which are granted a permit for outdoor entertainment are prohibited from allowing sound that is plainly audible to a person of normal sensitivities more than one hundred feet from the facility.

D. Enforcing authority: police department.

#### **SMC 10.70.110          Special Events Permits**

- A. Activities and events which receive a special events permit under [chapter 10.39 SMC](#) are exempt from the provisions of this chapter, so long as the sounds are:
  - 1. inherent in the specific activities described in the application for such permit;
  - 2. caused or created at the location described in the application for the permit;
  - 3. caused or created during the time periods described in the application for the permit; and
  - 4. within the sound levels described in the application for the permit, or are at sound levels consistent with those inherent in the specific activities described in the application for the permit.

B. Enforcing authority: police department.

#### **SMC 10.70.120          Noise Variance**

- A. A person may request a variance from compliance with this chapter by making an application with the director of public works and utilities at least thirty days before the time period for the variance is to take effect. The variance is limited to one-time activities that do not include concerts or permitted special events and entertainment facilities. The variance may not be used for private activities (weddings, parties etc). The applicant shall explain the:
  - 1. nature of the noise,
  - 2. source of the noise,
  - 3. duration for which the noise shall be created,
  - 4. time period for which the variance will be required,
  - 5. reason why the noise violation cannot be avoided, and
  - 6. mitigating conditions the applicant will implement to minimize the noise level violations.

- B. The application must be submitted at least thirty days before the time period the permit is to take effect. The director, after informing the affected City departments, may issue an excess noise permit if the director determines that the noise level violations:
  - 1. cannot be avoided,
  - 2. will exist for a specific period of time,
  - 3. will not endanger public health, safety or welfare. And
  - 4. have been mitigated to the greatest extent reasonably possible.
- C. The director, after informing the affected City departments, may issue a variance from this chapter if the director determines that the noise level violations cannot be avoided, will exist for a specific period of time, and have been mitigated to the greatest extent reasonably possible. The director shall issue a written decision indicating the time period and location restrictions for the variance.
- D. The person obtaining such written variance must have the written variance posted in a viewable area or on their person when such variance takes place.
- E. A decision of the director of public works and utilities regarding a request for a variance may be appealed to the hearing examiner within ten days of the director's written decision.

**SMC 10.70.130      Affirmative Defense**

It is an affirmative defense to any charge of a violation of this chapter that:

- A. The sounds at issue was created and/or caused during a period, at a location and at volume levels pursuant to the terms of a variance granted in accordance with the terms of exemptions set forth in SMC 10.58.080(H); or
- B. The sounds at issue were caused or created pursuant to an approved special events permit issued under [chapter 10.39 SMC](#), or activities authorized by any permit issued by the City of Spokane, so long as the sounds are:
  - 1. inherent in the specific activities;
  - 2. caused or created at the location specified in the permit;
  - 3. caused or created during the time periods allowed for by the permit; and
  - 4. within the sound levels described in the application for such permit, or are at sound levels consistent with those inherent in the specific activities described in the application for the permit.

**SMC 10.70.140      Violation – Penalty**

- A. A first violation of this chapter-class 1 civil infraction. A third violation within a one-year period shall be a misdemeanor.
- B. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, has been given an opportunity to comply, and has refused to comply. If the individual

fails to comply, a law or code enforcement officer may then take enforcement action under this section.

#### **SMC 10.70.150 Violation Deemed a Nuisance**

Violation of SMC 10.58.080(E), SMC 10.58.080(G) or 10.70.090 is a nuisance. Any individual who is harmed by the nuisance may file a civil action for abatement pursuant to chapter 7.48, RCW.

#### **SMC 10.70.160 Construction – Severability**

- A. If any provision of this chapter, or its application to any person or circumstances, be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter or the application of the provisions to other persons or circumstances.
- B. Nothing in this chapter shall be construed as preventing the adoption of more restrictive provisions set forth in other sections of the Spokane Municipal Code. The more restrictive provisions of the code shall be enforced.

### **Chapter 10.72 Adult Arcades**

#### **SMC 10.72.010 Findings**

- A. Based upon a wide range of evidence presented to the Spokane city council and to other jurisdictions, including but not limited to the testimony of law enforcement officers and members of the public, and on other evidence, information, publications, articles, studies, documents, case law and materials submitted to and reviewed by the city council and staff, the councils of other cities within the region and in other jurisdictions, nonprofit organizations and other legislative bodies, the city council finds that the commercial offering of adult entertainment establishments containing adult arcade devices is a use which, although afforded some constitutional protection, often creates or enhances undesirable secondary effects, which include a wide range of criminal and other unlawful activities that have regularly and historically occurred, including prostitution, narcotics and liquor law violations, breaches of the peace, assaults and sexual conduct and other criminal activity involving contact between patrons and between entertainers and patrons, some of whom have been minors; and
- B. Based upon the specific experiences of Spokane and the adult entertainment establishments containing adult arcade devices currently located within the City of Spokane, the city attorney has advised that the ordinance codified in this chapter be enacted; and
- C. It is not the intent of this chapter to suppress any speech activities protected by the First Amendment, but to enact a content-neutral ordinance which addresses the adverse secondary effects of adult entertainment establishments containing adult arcade devices; and
- D. The city council, therefore, finds that the protection and the preservation of public health, safety and welfare requires establishment of this chapter.



**SMC 10.72.020 Purpose**

This chapter is intended to protect the general public health, safety and welfare of the citizenry of the City of Spokane through the regulation of the operations of adult arcade devices and premises. The regulations set forth herein are intended to prevent health problems, safety problems and the decline in neighborhood conditions in and around adult arcade premises and to prevent dangerous and unlawful conduct in and around adult arcade premises.

**SMC 10.72.030 Definitions**

- A. "Adult arcade" or "adult arcade premises" means any premises on which any adult arcade device is located and to which patrons, customers, and/or members of the public are admitted.
- B. "Adult arcade device," sometimes also known as "panoram," "preview," "picture arcade," or "peep show," means any device which, for payment of a fee, membership fee, or other charge, is used to exhibit or display a picture, view, film, videotape, live show, or other graphic display of "specified anatomical areas."
  - 1. All such devices are denominated under this chapter by the term "adult arcade device."
  - 2. The term "adult arcade device," as used in this chapter, does not include games which employ pictures, views or video displays, or gambling devices regulated by the state or by other provisions of the Spokane Municipal Code.
- C. "Adult arcade manager" means any person who manages, operates, directs, administers, or is in charge of the affairs and/or the conduct of any adult arcade premises.
- D. "Adult arcade owner" means any person who owns and/or has a substantial ownership interest in the business.
- E. "Adult arcade station" or "booth" means such an enclosure where a patron, member, or customer would ordinarily be positioned while using an adult arcade device or viewing a live show.
  - 1. "Adult arcade station" or "booth" also refers to the area in which an adult arcade device is located and from which the adult arcade picture, view, live show, or graphic display is to be viewed.
  - 2. The words "adult arcade station" or "booth" do not mean such an enclosure that is a private office used by an owner, manager, or person employed on the premises for attending to the tasks of his employment, which enclosure is not held out to the patron, member, or the public for use, for hire, or for a fee for the purpose of viewing the entertainment provided by the arcade device or live show, and not open to any person other than employees.
- F. "License" or "licensee" is meant to include the words "permit" or "permittee" and means the privilege or the holder of any privilege, respectively, under this chapter or other law or ordinance.

- G. "Licensing administrator" means the director of neighborhood services and code enforcement or designee.
- H. The words "open to an adjacent public room so that the area inside is visible to persons in the adjacent public room" mean that there may be no door, curtain, partition, or other device extending from the floor to the top of the door frame with the exception of a door which is completely transparent and constructed of safety glass as specified in the International Building Code , Section 2406, so that the activity and occupant inside the enclosure may be clearly and easily viewed or seen by persons outside the enclosure from any point in the adjacent public room.
- I. "Person" is meant to include an individual, a natural person, a proprietorship, a partnership, a joint venture, a society, an association, a club, a trustee, a trust, or a corporation.
- J. "Premises" is meant to include the land, structures, places, the equipment, and appurtenances connected or used in any business, and any personal property or fixtures used in connection with any business.
- K. "Specified anatomical areas" means human:
1. genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola when such areas are less than completely and opaquely covered;
  2. male genitals in a discernibly turgid state, even if completely and opaquely covered.
- L. "Specified sexual activities" means:
1. human genitals in a state of sexual stimulation or arousal;
  2. acts of human masturbation, sexual intercourse, or sodomy;
  3. fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

#### **SMC 10.72.040      Interior Configuration and Operation**

All owners of adult arcade premises must ensure that the premises comply with the criteria set out in subsections (A) through (D) of this section.

**A. Premises.**

Restrooms may not contain video reproduction equipment.

**B. Steps/Risers.**

No steps or risers are allowed in any adult arcade booth or station.

**C. Ventilation and Other Holes.**

1. All ventilation devices between adult arcade booths must be covered by a permanently affixed ventilation cover.

2. Ventilation holes may only be located one foot from the top of the booth walls or one foot from the bottom of the booth walls.
3. There may not be any other holes or openings between the booths.

D. Adult Arcade Booth or Station

1. All adult arcade stations or booths must be open to an adjacent public room so that the area inside is visible by direct line of sight to persons in the adjacent public room.
2. No adult arcade station, booth or viewing area may be obscured by any curtain, door, wall or other nontransparent enclosure.

**SMC 10.72.050 Duties, Standards of Conduct and Operational Requirements**

It is the continuing duty of the owner, manager, operator, agent and employee present in the premises to ensure compliance with subsections (A) through (J) of this section.

- A. There must be at least one employee on duty and situated in the public room adjacent to the adult arcade stations or booths at all times that any patron, member or customer is present inside the premises.
- B. There must be permanently posted and maintained in at least two conspicuous locations on the interior of all adult arcade premises a sign stating substantially the following:
  1. "Occupancy of any station or booth is at all times limited to one person. There may be no acts of lewd conduct (as defined in SMC 10.60.050) in the stations or booths or on the premises. Violators are subject to criminal prosecution under SMC 10.60.050."

Each sign must be conspicuously posted and not screened from the patron's view. The letters and numerals must be on a contrasting background and be no smaller than three-quarters inch in height.

- C. The premises must be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons, members or customers are permitted access at an illumination of not less than ten foot-candles as measured at the floor level at all times while patrons, members or customers are permitted within the premises.
- D. Doors to areas on the premises which are available for use by persons other than the owner, manager, operator or their agents or employees may not be locked during business hours.
- E. The unobstructed view into the adult arcade booths or stations from the adjacent public room by direct line of sight must remain unobstructed by any doors, walls, merchandise, display racks or other materials at all times.
- F. No patron, member or customer may be permitted access to any area of the premises which has been designated as an area in which patrons, members or customers will not be permitted.

- G. No adult arcade booth or station may be occupied by more than one person at any time.
- H. There may be no acts of lewd conduct as defined in SMC 10.60.050 in the adult arcade stations or booths or on the premises.
- I. No person may operate or maintain any warning system or device of any nature or kind for the purpose of warning or aiding and abetting the warning of patrons, members, customers or any other persons occupying adult arcade stations or booths located on the premises that police officers or City health, fire, licensing or building inspectors are approaching or have entered the premises.
- J. No person under the age of eighteen years of age may be on or within an adult arcade premises whether as a patron, member, customer, agent, employee or independent contractor.

**SMC 10.72.060      Adult Arcade Premises License Required**

- A. It is unlawful to display, exhibit, expose or maintain upon any premises to which members of the public are admitted any adult arcade device without a valid and current license for such premises, to be designated an “adult arcade premises license”.
- B. A separate license is required for each adult arcade premises and the same shall at all times be conspicuously posted and maintained therein.
- C. The licensing administrator shall prescribe the form of such license, number the same and shall indicate thereon the number of adult arcade devices which may be operated thereunder, and the location at which the adult arcade premises licenses must be displayed.
- D. An application for an adult arcade premises license must be made on a form provided by the licensing administrator.
  - 1. The application shall be accompanied by a sketch or diagram of the premises showing a plan or configuration thereof, including a statement of total floor space occupied by the business which is in compliance with SMC 10.72.040 (A) through (D), Interior Configurations and Operation.
    - a. The sketch or diagram need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
- E. The diagram or sketch must specify the configuration of the interior of the business, including but not limited to:
  - 1. the location of all adult arcade devices,
  - 2. the location of all overhead lighting fixtures, and
  - 3. designate any portion of the premises in which patrons will not be permitted.

The diagram shall also designate the place at which the license will be conspicuously posted, if granted.

The license administrator or the administrator's designee may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

- F. No alteration in the configuration of the interior of the adult arcade premises may be made without the prior approval of the licensing administrator or the administrator's designee.
- G. The applicant must be qualified according to the provisions of this chapter.

#### **SMC 10.72.070 Littering Prohibited – Penalties – Litter Cleanup Restitution Payment**

- A. It is a violation of this section to abandon a junk vehicle upon any property. In addition, no person shall throw, drop, deposit, discard, or otherwise dispose of litter upon any public property in the state or upon private property in this state not owned by him or in the waters of this state whether from a vehicle or otherwise including, but not limited to, any public highway, public park, beach, campground, forest land, recreational area, trailer park, highway, road, street or alley except:
  - 1. when the property is designated by the state or its agencies or political subdivisions for the disposal of garbage and refuse, and the person is authorized to use the property for that purpose;
  - 2. into a litter receptacle in a manner that will prevent litter from being carried away or deposited by the elements upon any part of the private or public property or waters.
- B. Penalties.
  - 1. Except as provided in subsection (D) of this section, it is a class 3 civil infraction as provided in RCW 7.80.120 for a person to litter in an amount less than or equal to one cubic foot.
  - 2. It is a misdemeanor for a person to litter in an amount greater than one cubic foot but less than one cubic yard.
    - a. The person shall also pay a litter cleanup restitution payment equal to twice the actual cost of cleanup, or fifty dollars per cubic foot of litter, whichever is greater.
    - b. The court shall distribute one-half of the restitution payment to the landowner and one-half of the restitution payment to the law enforcement agency investigating the incident.
    - c. The court may, in addition to or in lieu of part or all of the cleanup restitution payment, order the person to pick up and remove litter from the property, with prior permission of the legal owner, or in the case of public property, of the agency managing the property.

- d. The court may suspend or modify the litter cleanup restitution payment for a first-time offender under this section if the person cleans up and properly disposes of the litter.
  3. It is a gross misdemeanor for a person to litter in an amount of one cubic yard or more.
    - a. The person shall also pay a litter cleanup restitution payment equal to twice the actual cost of cleanup, or one hundred dollars per cubic foot of litter, whichever is greater.
    - b. The court shall distribute one-half of the restitution payment to the landowner and one-half of the restitution payment to the law enforcement agency investigating the incident.
    - c. The court may, in addition to or in lieu of part or all of the cleanup restitution payment, order the person to pick up and remove litter from the property, with prior permission of the legal owner, or in the case of public property, of the agency managing the property.
    - d. The court may suspend or modify the litter cleanup restitution payment for a first-time offender under this section, if the person cleans up and properly disposes of the litter.
  4. If a junk vehicle is abandoned in violation of this section, RCW 46.55.230 and Title 16A SMC govern the vehicle's removal, disposal and sale, and the penalties that may be imposed against the person who abandoned the vehicle.
- C. It is a class 1 civil infraction as provided in RCW 7.80.120 and Chapter 10.62 SMC for a person to discard, in violation of this section, a cigarette, cigar or other tobacco product that is capable of starting a fire.

**SMC 10.72.080      Adult Arcade Manager's License Required**

- A. A manager shall be on the premises of an adult arcade premises at all times that the adult arcade premises is open for business.
1. No person shall work as a manager at an adult arcade premises without first having obtained a manager's license pursuant to this chapter.
- B. Any person seeking an adult arcade manager's license shall file a written application with the licensing administrator on a form provided by the administrator for that purpose.
1. All applications for an adult arcade manager's license shall be submitted in the name of the person proposing to work at the business as a manager and shall be signed by such person and notarized or certified as true under penalty of perjury.
  2. All application forms shall require the following information:
    - a. The name, home address, home telephone number, date and place of birth and social security number of the applicant.
    - b. The business name, address and telephone number of the establishment.

- c. The name, address and telephone number of the owner of the property on which the adult arcade manager will be working.
- C. Adult arcade manager's licenses shall be issued for individual managers only and shall not be transferable to other individuals or other premises.
- D. When a manager is on duty, he shall have his license conspicuously displayed at the same location as the premises license as designated by the licensing administrator.

**SMC 10.72.090      Adult Arcade Device License Required**

- A. It is unlawful to exhibit or display for public use any adult arcade device upon any premises without first having obtained a license for each such device, to be designated an "adult arcade device license".
- B. Adult arcade device licenses shall be issued for specific adult arcade premises only and shall not be transferable.
- C. The current adult arcade device license for each device shall be securely attached to such device in a conspicuous place.
- D. Any person seeking an adult arcade device license shall file a written application with the licensing administrator on a form provided by the administrator for that purpose.
  - 1. All applications for an adult arcade device license shall be submitted in the name of the person or entity proposing to operate or own the devices and shall be signed by such person and notarized or certified as true under penalty of perjury.
  - 2. All application forms shall require the following information:
    - a. The name, home address, home telephone number, date and place of birth and social security number (if the applicant is an individual) of the applicant.
    - b. The business name, address and telephone number of the establishment.
    - c. If a person who wishes to operate an adult arcade device is an individual, that person must sign the application for the license as applicant.
    - d. The name, address and telephone number of the owner of the property on which the adult arcade devices are to be located.

**SMC 10.72.100 License Fees – Term – Assignment – Renewals**

- A. The license year shall be from January 31st to January 30th of the following year. All licenses shall expire on the thirty-first day of January each year.
  - 1. Except as hereinafter provided, all license fees shall be payable on an annual basis and shall not be refundable.
  - 2. Annual license fees shall be as follows:

- a. Adult arcade premises license: Five hundred dollars.
  - b. Adult arcade device license: Fifty dollars for each device.
  - c. Adult arcade manager's license: Thirty dollars.
- B. License fees shall not be prorated, except that if the original application for license is made subsequent to June 30th in any year, the license fee for the remainder of that year shall be one-half of the annual license fee.
1. Licenses issued under this chapter may not be assigned or transferred to other operators, managers, premises or devices.
- C. Applications for renewal of licenses issued under this chapter shall be filed with the licensing administrator on or before the expiration date provided for in this section in the same manner as the original application providing the administrator with current information and accompanied by payment of the same fees as are in effect for an original application for any license.

**SMC 10.72.110          Licensing – Compliance with other City Ordinances**

All other City approvals and license issuance other than those specifically set forth herein are separate from the licensing process set forth in this chapter. The granting of any license or the providing of any approval pursuant to this chapter shall not be deemed to be an approval of any City license or approval not specifically set forth in this chapter.

**SMC 10.72.120          Inspections**

- A. Prior to the issuance of a license the applicant must be qualified according to the provisions of this chapter and the premises and devices must be inspected and found to be in compliance with the law by the license administrator or his designee.
- B. Licensees operating premises, devices and/or holding manager's licenses under this chapter shall hold those areas upon the premises which are accessible to the public and the devices therein open for routine regulatory inspections by licensing personnel during business hours to ensure compliance with the requirements of this chapter. This section shall not restrict or limit the right of entry vested in any law enforcement agency, health department or the fire department.

**SMC 10.72.130          Issuance of License**

- A. The licensing administrator shall approve the issuance of a license to an applicant after receipt of an application unless he finds one or more of the following to be true:
1. An applicant is under eighteen years of age.
  2. An applicant or an applicant's spouse is overdue in his payment to the City of taxes, fines or penalties assessed against him or imposed upon him in relation to an adult



entertainment establishment (regardless of whether the entertainment establishment contains adult arcade devices).

3. An applicant has failed to provide information reasonably necessary for issuance of the license or has falsely answered a question or request for information on the application form.
  4. An applicant is residing with a person who has been denied a license by the City to operate an adult entertainment establishment (regardless of whether the entertainment establishment contains adult arcade devices) within the preceding twelve months, or residing with a person whose license to operate an adult entertainment establishment (regardless of whether the entertainment establishment contains adult arcade devices) has been revoked within the preceding twelve months.
  5. The premises to be used for the adult arcade premises have been found by the health department, fire department, building official or licensing administrator as not in compliance with applicable laws and ordinances.
  6. The license fee required by this chapter has not been paid.
  7. An application of the proposed adult arcade premises is in violation of or is not in compliance with any of the provisions of this chapter.
- B. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date and the address of the adult arcade premises.

**SMC 10.72.140          Expiration of License**

- A. Each license shall expire one year from the date of issuance and may be renewed only by making application as provided in this chapter.
- B. Application for renewal should be made at least thirty days before the expiration date, but the pendency of a renewal application will not delay expiration.

**SMC 10.72.150          Application Approval or Denial – Appeal**

- A. The license application shall be approved or disapproved within fifteen working days from the date of filing a completed application which complies with the requirements of this chapter, unless the applicant agrees to an extension of the time period in writing.
  - B. In the event that the licensing administrator denies a license, the licensing administrator shall, within the aforesaid fifteen-day period, notify the applicant of the denial in writing and the reasons therefor.
1. At any time before the notice is issued, the applicant may request, in writing, that the period for approval or denial be extended for an additional period of not more than ten days in order to make modifications necessary to comply with this chapter.

- C. An applicant may appeal the decision of the licensing administrator regarding a denial to the hearing examiner by filing a written notice of appeal within fifteen days after the applicant is given notice of the licensing administrator's decision.
1. The applicant may within the time for notice of appeal request a hearing by the hearing examiner to be held within ten days of the request.
  2. The notice of appeal shall be accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof.
  3. The licensing administrator or a representative may submit a memorandum in response to the memorandum filed by the applicant on appeal.
  4. After reviewing the relevant information, the hearing examiner shall decide to uphold or overrule the licensing administrator's decision. Such decision shall be made within forty-five calendar days after the date on which the hearing examiner receives the notice of appeal.
  5. If a timely request for appeal is not filed by the applicant, the order of denial by the licensing administrator shall be final, provided that the licensing administrator may waive the fifteen-day requirement upon satisfaction that failure to receive notice of the licensing administrator's denial was beyond the control of the applicant.
- D. The applicant may appeal the decision of the hearing examiner by filing a written notice of appeal within thirty days after the applicant is given notice of the hearing examiner's decision.
1. Said appeal is to a court of law.

**SMC 10.72.160      Continuation of Business while Licensing Administrator and Hearing Examiner Decision Pending**

The decision by the licensing administrator or the hearing examiner to deny the renewal of a license, upholding the denial of a license, suspending or revoking a license, or upholding the suspension or renewal of a license must be stayed during the pendency of an appeal to a court for prompt judicial review pursuant to chapter 7.16 RCW.

**SMC 10.72.170      Suspension of Licenses**

The licensing administrator shall suspend any license issued pursuant to this chapter for a period of time not to exceed thirty days where one or more of the following conditions exist:

- A. The license was procured by fraud or false representation of fact in the application or in any report or record required to be filed with the licensing administrator.
- B. The building, structure, equipment, operation or location of the business for which the license was issued does not comply with the requirements or fails to meet the standards of this chapter.
- C. The licensee or his agent or employee has refused to allow an inspection of the premises as authorized by this chapter.

- D. The licensee, his employee, agent, partner, director officer or manager has violated or permitted violation of any provisions of this chapter.

**SMC 10.72.180      Revocation of Licenses**

- A. The licensing administrator shall revoke a license if a cause of suspension in SMC 10.72.170 occurs and the license has been suspended within the preceding twelve months.
- B. The licensing administrator shall also revoke a license if he determines that:
1. a licensee or an employee has knowingly allowed possession, use or sale of controlled substances on the premises;
  2. a licensee or an employee has knowingly allowed prostitution on the premises;
  3. a licensee or an employee has knowingly operated the adult arcade business during a period of time when the licensee's license was suspended;
  4. a licensee or an employee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation or other sexual conduct to occur in or on the permitted and/or licensed premises;
  5. a licensee is delinquent in payment to the City for any taxes or fees;
  6. the owner or operator of the adult arcade premises has knowingly allowed a person under eighteen years of age to enter an establishment;
  7. there was a change of owner or operator for which a transfer application was not timely filed.
- C. When the licensing administrator revokes a license for a violation of subsection (B)(1), (B)(2), (B)(3), (B)(4) or (B)(6) of this section, the revocation shall continue for one year and the licensee shall not be issued a license for adult arcade premises for one year from the date revocation became effective.
1. If, subsequent to revocation, the licensing administrator finds that the basis for the revocation has been corrected or abated, the applicant may be granted a license if at least ninety days have elapsed since the date the revocation became effective.
- D. For the conviction of the licensee of a crime or offense involving prostitution, promoting prostitution, a liquor law violation or transaction involving controlled substances as defined in chapter 69.50 RCW, or a violation of chapter 9.68 RCW or chapter 9.68A RCW committed on the premises, or the conviction of the licensee's servant, agent or employee of a crime or offense involving prostitution, promoting prostitution, liquor law violations or transactions involving controlled substances as defined in chapter 69.50 RCW, or a violation of chapter 9.68A RCW committed on the premises in which his adult entertainment establishment is conducted when the licensee knew or should have known of the violations committed by the servant, agent or employee.

1. A license may be suspended or revoked under this subsection only if the conviction occurred within twenty-four months of the date of the decision to suspend or revoke the license.

#### **SMC 10.72.190 Procedure for Suspension or Revocation**

The procedure for revoking or suspending a license under this chapter shall be the following:

- A. Upon determining that grounds for revocation or suspension exist, the licensing administrator shall notify the licensee of intent to revoke or suspend the license.
- B. Said notice shall set forth the grounds for suspension or revocation and schedule a hearing before the hearing examiner. The hearing shall be held not later than ten working days from the date of notice of intent to revoke.
- C. The licensee shall be permitted to present evidence in support of his position at the hearing.
- D. Within fifteen working days after the hearing, the hearing examiner shall notify the licensee in writing of the hearing examiner's determination and reasons therefor. The hearing examiner's determination shall become final and a suspension or revocation shall be given immediate effect.

#### **SMC 10.72.200 Transfer of License**

A licensee shall not transfer his license to another. The licensee shall not operate an adult arcade premises or device under the authority of a license at any place other than the address designated in the application. A licensee holding a manager's license shall not utilize that license at any place other than the address designated in the application.

#### **SMC 10.72.210 Denial Review**

After denial of an application, or denial of the renewal of an application, or suspension or revocation of a license by the licensing administrator or hearing examiner, the applicant and/or licensee may seek prompt judicial review of such administrative action in any court of competent jurisdiction. The aggrieved party may appeal the decision of the licensing administrator or hearing examiner to a court in this county within thirty days.

#### **SMC 10.72.220 Notices**

- A. Any notice required or permitted to be given by the licensing administrator, hearing examiner or any other City office, division, department or other agency under this chapter to any applicant, licensee, operator or owner of an arcade premises or device shall be given, either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to the most recent address as specified in the application for the license, or transfer application which has been received by the licensing administrator, or any notice of address change which has been received by the licensing administrator. Notices mailed as above shall be deemed given upon their deposit in the United States mail. In the event that any notice given by mail is returned by the postal service, the licensing administrator or his designee shall cause it be posted at the principal entrance to the establishment.

- B. Any notice required or permitted to be given to the licensing administrator or hearing examiner by any person under this chapter shall not be deemed given until and unless it is received in the office of the licensing administrator.
- C. It shall be the duty of each owner or operator who is designated on the license application to furnish notice to the licensing administrator in writing of any change of residence or mailing address.

#### **SMC 10.72.230 Civil Remedies**

The violation of or failure to comply with or perform any duty within the provisions of SMC 10.72.040 and SMC 10.72.050 is declared to be unlawful and a public nuisance. The City of Spokane may seek legal or equitable relief to enjoin any act or practice which constitutes or will constitute a violation of any regulation herein adopted.

#### **SMC 10.72.240 Criminal Penalties**

A person having a duty or failing to comply with provisions contained within SMC 10.72.040 and SMC 10.72.050 commits a misdemeanor if the person knowingly fails to fulfill that duty. Each separate day or any portion thereof during which any violation of any provision of this chapter occurs or continues is a separate and distinct offense.

#### **SMC 10.72.250 Code Violations and Enforcement**

The remedies provided herein for violations of or failure to comply with provisions of this chapter, whether civil or criminal, are cumulative and in addition to any other remedy provided by law.

#### **SMC 10.72.260 Conflicting Sections or Provisions**

In the event there is a conflict or inconsistency between the sections and provisions set forth in this chapter and those set forth elsewhere in the Spokane Municipal Code, the sections and provisions of this chapter govern and supersede those set forth elsewhere.

#### **SMC 10.72.270 Time Frame for Compliance of Nonconforming Adult Arcade Devices or Premises**

Any adult arcade premises lawfully operating on July 7, 1993, that is in violation of the configuration or operational requirements of this chapter is a nonconforming use. The nonconforming use is permitted to continue for a period not to exceed sixty days, unless sooner terminated for any reason or voluntarily discontinued for a period of thirty days or more. Such nonconforming uses may not be increased, enlarged, extended or altered except that the use may be changed to a conforming use.

#### **SMC 10.72.280 Ordinance Not Intended Towards Particular Group or Class**

- A. It is the purpose of this chapter to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

- B. Nothing contained in this chapter is intended or shall be construed to create or form the basis for any liability on the part of the City or its officers, employees or agents for any injury or damage:
1. resulting from the failure of any owner, operator, manager or other person in charge of premises to comply with the provisions of this chapter; or
  2. by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement pursuant to this chapter; or
  3. by reason of any action or inaction on the part of the City related in any manner to the enforcement of this chapter by its officers, employees or agents.

#### **SMC 10.72.290 Severability Clause**

If any provision of this chapter shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that the ordinance codified in this chapter would have been enacted without the provision so held unconstitutional or invalid, and the remainder of this chapter shall not be affected as a result of said part being held unconstitutional.

#### **SMC 10.72.300 Adult Retail Use and Adult Entertainment Establishments**

Hours of Operation.

An adult retail use establishment or an adult entertainment establishment may not be operated or otherwise open to the public between the hours of two a.m. and ten a.m.

#### **SMC 10.72.310 Adult Retail Use Establishment and Adult Entertainment Establishment – Operating in Prohibited Area**

An adult retail use establishment or an adult entertainment establishment shall not be operated within the City except for areas specifically zoned to allow such adult retail or entertainment activity pursuant to SMC 11.19.143. Any person failing to comply with the provisions of this section shall be cited with a violation.

### **Chapter 10.74            Offenses Involving Animals**

#### **SMC 10.74.010            Animal Control Regulations**

- A. The City of Spokane adopts by reference chapter 5.04 entitled “Dogs and Cats” and chapter 5.12 entitled “Inherently Dangerous Mammals / Reptiles”, of the Spokane County Code as now in effect and as subsequently amended as the animal control regulations for the City of Spokane except as otherwise provided in the Spokane Municipal Code. Any reference to “Spokane County” in chapters 5.04 and 5.12 of the Spokane County Code shall be construed to refer to the City of Spokane.
- B. One copy of chapters 5.04 and 5.12 of the Spokane County Code (SCC) shall be available in the office of the city clerk for use, inspection and copying by the public.

**SMC 10.74.020      Dangerous Dog Declaration and Registration**

- A. When an animal protection officer has probable cause, based upon the officer's records or investigation of an incident, to believe that a dog is a dangerous dog, the officer declares the dog to be a dangerous dog by the issuance of a dangerous dog declaration.
- B. Upon issuance of the dangerous dog declaration, the animal protection officer shall immediately confiscate the dog and place the dog in the animal control authority's custody pending final disposition. For the purposes of the City Code, "owner and keeper" has the same definition as the "owner, handler, or keeper as definition in SCC 5.04.020 (20).
  1. The animal protection officer serves the owner or keeper of the dog with notice of the dangerous dog declaration either in person or by regular and certified mail, return receipt requested.
  2. Service, if by mail, shall be considered completed three (3) days after mailing of the notice.
  3. The notice shall state:
    - a. The person receiving the notice is the owner or keeper of a dangerous dog as defined in SCC 5.04.020 (9).
    - b. The breed, color, sex, and license number (if known) of the dog;
    - c. A copy of the records relied upon by the director that forms the basis for declaring the dog to be a dangerous dog; which records may be supplemented with additional information as it becomes available;
    - d. That receipt of the notice renders final the declaration of dangerous dog unless the owner or keeper of the dog submits a request for an administrative appeal hearing before the city hearing examiner in writing to the director on a form provided with the notice within fifteen (15) days of the receipt of the notice;
    - e. If an appeal hearing is requested, such appeal will be held and adjudicated pursuant to the requirements set out in this chapter:
      - i. that at the hearing the records of the director and any supplementary material shall be admissible to prove the dog is a dangerous dog;
      - ii. that the owner or keeper of the dog may upon request require the officer compiling the record or alternatively an officer with personal knowledge of the record to be present at the hearing, unless such officer is unavailable;
      - iii. that the owner or keeper of the dog, and the director, may call witnesses, present evidence, examine witnesses present, and be represented by counsel at the hearing; and

- iv. that the burden shall be on the director to establish by a preponderance of evidence that the dog is a dangerous dog.
  - f. A statement that the dog is subject to registration and controls required by this chapter; and,
  - g. An explanation of the owner's or keeper's rights and the proper procedure to appeal the declaration.
- C. No owner or keeper may keep a dangerous dog, except a dog currently used by law enforcement officers for police work, without a certificate of registration issued under this chapter. The certificate of registration must be acquired within fifteen days of service of the dangerous dog notice unless the owner or keeper has appealed the dangerous dog declaration pursuant to subsection (F) of this section.
- D. The animal control authority of the City issues a certificate of registration to the owner or keeper of a dangerous dog upon payment of the fee set forth in SMC 8.02.081 if the owner or keeper presents to the authority sufficient evidence of:
  - 1. A proper enclosure, approved by SCRAPS, to confine a dangerous dog; and,
  - 2. The posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property, and the conspicuous display of a sign with a warning symbol that informs children of the presence of a dangerous dog; and
  - 3. A surety bond or a policy of liability insurance such as homeowner's insurance, as described in this subsection. The surety bond or policy of liability insurance shall be issued by a surety or insurer qualified under chapter 48.28 RCW, be in a form acceptable to the SCRAPS, be in the sum of at least two hundred fifty thousand dollars (\$250,000.00) with a maximum five-hundred dollar (\$500.00) deductible, provide for prior written notification to SCRAPS of cancellation or material change, and be payable to any person for personal injuries or property damage inflicted by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner or keeper's premises.
  - 4. The owner or keeper of a dangerous dog shall furnish to SCRAPS a complete copy of the surety bond of insurance specified in this subsection and shall allow SCRAPS reasonable time to review the bond or policy to determine whether the surety bond or certificate of insurance is sufficient, prior to issuing the certificate of registration.
  - 5. A permanent microchip implanted and the microchip shall be injected in accordance with policy established by SCRAPS and the owner or keeper will be charged a fee for the microchip; and,
  - 6. The dangerous dog must be spayed/neutered at the owner's expense in order to complete the registration. Any impounded dangerous dog will be transported to SCRAPS to a veterinarian for spaying/neutering as part of the registration process or documentation demonstrating that the dangerous dog has been spayed or neutered prior to release; and,



7. A muzzle and leash approved by the animal control authority, as to strength and fit, for the dangerous dog; and
8. In addition to the regular dog licensing fees set forth in section SCC 5.04.030, the owner or keeper of a dangerous dog shall pay an annual registration and inspection fee as prescribed in the department fee schedule. The registration will be valid for twelve (12) months.
9. Issuance of a dangerous dog registration or renewal thereof shall be conditioned on the registered owner allowing the Director to inspect the premises at any time to insure compliance with the provisions of this section.
10. The provisions of this section shall not apply to police dogs as defined in RCW 4.24.410.
11. An owner or keeper of a dog declared, deemed or determined to be a dangerous dog shall be responsible for meeting and maintaining the requirements set forth in this section and section 10.74.040 at all times and at their expense. A violation of conditions imposed under this section is a gross misdemeanor.
12. Additional conditions determined by the animal control authority to be necessary to protect the public health, safety, and welfare.

E. Appeal of Dangerous Dog Declaration.

1. A dangerous dog declaration by the animal control authority may be appealed to the City's hearing examiner.
2. An appeal must be filed with the hearing examiner's office within fifteen (15) days of service of the dangerous dog notice.
3. An appeal does not proceed until the owner or keeper has complied with the requirements of SMC 10.74.060.
4. At the appeal hearing, the records of the animal control director, or the director's designee, and any supplemental material shall be admissible to prove the dog is a dangerous dog. The owner or keeper of the dog may present evidence and examine witnesses present.
5. It is the animal control agency's burden to provide the hearing examiner with evidence which establishes the dangerous dog determination by a preponderance of the evidence. The hearing examiner shall apply a preponderance of the evidence standard at the dangerous dog determination appeal. It is an affirmative defense that the owner must prove by a preponderance of the evidence that the person or domestic animal attacked or bitten by the owner's or keeper's dog provoked the owner's or keeper's dog without justification or excuse.
6. The hearing examiner will provide upon request to an individual all rules and procedures applicable to the appeal

7. The hearing examiner either:
    - a. Affirms the decision of the animal control authority in issuing the dangerous dog declaration,
    - b. Dismisses the declaration, or
    - c. Reduces a dangerous dog declaration to a potentially dangerous dog declaration based upon the evidence presented during the appeal.
  8. The hearing examiner's decision may be appealed to the Spokane County superior court within twenty (20) days from the date the decision is issued.
- F. If an owner or keeper fails to register the dog as a dangerous dog within fifteen (15) days of service of the animal control authority's notice, or of the hearing examiner's decision affirming the animal control authority's determination, and no restraining order has been served upon the animal control authority, the dog shall be euthanized.
- G. The animal control director may issue a provisional registration certificate where:
1. the dangerous dog declaration has been appealed, provided all the conditions of maintaining a dangerous dog have been met under this section with the exception of subsection E(5) requiring spay or/neuter; or
  2. the owner is relocating the dangerous dog outside of the City and all conditions of this section have been met with the exception of subsection E(3-5) requiring a surety bond or insurance policy. Any provisional permit issued pursuant to this section shall expire fifteen (15) days following the decision on the appeal of the dangerous dog declaration. Any provisional permit issued under G (b) of this subsection shall be valid for the sole purpose of immediate transport and relocation of the dog from the shelter to a location outside of the City.
- H. Dogs deemed dangerous by other jurisdictions in the State of Washington will be subject to the same regulations as if they have been deemed dangerous in the City. Any owner or keeper of a dog deemed dangerous by jurisdictions outside the State of Washington relocating to the City, Spokane County Washington shall present the dog to SCRAPS within thirty 30 days of their arrival in Spokane to be evaluated by the Director or his/her designee on an individual basis to determine whether the dog should be deemed a dangerous dog, taking into account the criteria set forth in SCC 5.04.020 (12).
- I. An owner or keeper of a dog previously deemed dangerous by the City or SCRAPS and subsequently relocated outside of the City, must register the dog pursuant to section (C) of this section prior to bringing the dangerous dog into the City; such dogs are prohibited from re-entering the City without prior written consent from SCRAPS and/or full registration.
- J. An owner or keeper of a dog declared dangerous shall be responsible for meeting and maintaining the requirements set forth in this section at all times. A violation of conditions imposed under this section is a gross misdemeanor.
- K. "Dangerous dog" means any dog that

1. inflicts severe injury or multiple bites on a human being without provocation on public or private property,
2. inflicts severe injury, multiple bites, or kills an animal without provocation while the dog is off the owner's or keeper's property, or
3. has previously been declared potentially dangerous pursuant to SMC 10.74.040, and after the owner or keeper received notice of such declaration the dog engages in behavior that meets the definition of "potentially dangerous dog" in subsection SCC 5.04.020 (22); provided, a declaration of dangerous dog under part (c) of this subsection cannot become a final determination under SMC 10.74.020 unless and until the previous declaration of potentially dangerous dog has become final under this Code or a previous version of this Code. If two or more dogs jointly engage in any conduct described in parts (a) or (b) of this subsection, thereby rendering proof of the individual dog that inflicted any particular injury difficult to ascertain, then regardless of the degree of participation by the individual dog(s), all such dogs shall be deemed dangerous dogs.

#### **SMC 10.74.030          Sections Not Adopted**

The following sections of chapters 5.04 and 5.12 of the Spokane County Code (SCC) are not adopted by reference and are expressly deleted.

- |          |   |
|----------|---|
| 5.04.032 | Declaration of dangerous dog – Administrative appeal hearing and appeal – Impounding of dog |
| 5.04.033 | Determination of potentially dangerous dog – Notice, administrative review, and appeal      |
| 5.04.035 | Registration of dangerous dogs – Requirements – Annual Fee                                  |
| 5.04.036 | Dangerous dog - Identification  |

#### **SMC 10.74.040          Potentially Dangerous Dog Declaration**

- A. When the director or his or her designee has sufficient articulable information to determine that a dog is a potentially dangerous dog as defined in SCC 5.04.020(19), the director or his or her designee shall declare the dog potentially dangerous and shall notify the owner or keeper of the dog in writing of such determination, either in person or by regular mail. Any notice or determination mailed pursuant to this section shall be deemed received by the party to whom it is addressed on the third day after it is placed in the mail, as set forth by declaration of the sender. The notice shall contain the following information:
1. That the person receiving the notice is identified as the owner or keeper of a potentially dangerous dog as defined in SCC 5.04.020 (20);
  2. The breed, color, sex, and license number (if known) of the dog;
  3. The facts upon which the declaration of potentially dangerous dog is based;
  4. That if there are future similar incidents with the dog, the dog could be declared a dangerous dog pursuant to SMC 10.74.020 and required to be registered as provided in SMC 10.74.020;
  5. That the owner or keeper must comply with restrictions set forth in the notice as a condition of continued ownership or keeping of the dog and that restrictions may include, but are

- not limited to, those that may be imposed on the owner or keeper of a potentially dangerous dog pursuant to SCC 5.04.032 (7);
6. That the notice renders a final determination that the dog is a potentially dangerous dog, unless the owner or keeper of the dog requests an administrative review meeting in writing on a form provided with the notice within fifteen days of the receipt of the notice. For purposes of this section, if the notice is mailed, it shall be deemed received on the third day after the notice is placed in the mail.
  7. The administrative review meeting shall be informal, open to public view, and at the option of the director or designee, held telephonically and the administrative meeting officer shall be someone who did not participate in making the potentially dangerous dog determination.
  8. Following an administrative review meeting, the director or designee may affirm or reverse the original determination that the dog is potentially dangerous. If the determination is affirmed, the director may impose the same reasonable conditions as may be imposed on the owner or keeper of a potentially dangerous dog pursuant to SMC 10.74.040.
  9. That pursuant to this section, a failure by the dog owner or keeper to request and attend an administrative review meeting with the animal control director or designee shall constitute a failure to exhaust all administrative remedies, and that such failure to exhaust all administrative remedies shall preclude any appeal of the administrative determination to the City hearing examiner.
- B. The notice of a potentially dangerous dog declaration constitutes a final determination that the dog constitutes a potentially dangerous dog, unless the owner or keeper requests an appeal hearing before the City hearing examiner within fifteen (15) days of service of the notice.
- C. In the event the owner or keeper requests an appeal hearing before the hearing examiner, the appeal hearing shall be held within thirty days of the request.
1. The City Hearing Examiner's Office will notify the owner or keeper of the date, time and place of the hearing, as well as the right to present evidence as to why the dog should not be found potentially dangerous.
  2. The hearing examiner may affirm, reverse or modify the potentially dangerous dog declaration issued by the director. If the recommendation is to affirm the declaration, the hearing examiner shall recommend requirements listed below be imposed upon the owner or keeper as a condition of continued ownership or keeping of the dog. If the hearing examiner's decision is to modify the declaration, the examiner may determine that the dog be deemed potentially dangerous and that reasonable conditions be imposed on the owner or keeper as a condition of continued ownership or keeping of the dog. Reasonable conditions may include but are not limited to the following measures:
    - a. Erection of new or additional fencing to keep the dog within the confines of the owner's or keeper's premises.
    - b. Construction of a run consistent with the size of the dog within which the dog must be kept.
    - c. Keeping the dog on a leash adequate to control the dog or securely fastened to a secure object when left unattended.

- d. Keeping the dog indoors at all times, except when on a leash adequate to control the dog and under the actual physical control of the owner or keeper or a competent person at least fifteen years of age.
- e. Keeping the dog muzzled in a manner that will not cause injury to the dog or interfere with its vision or respiration, but will prevent it from biting any person or animal when outside a proper enclosure.
- f. Spaying/neutering of the dog.
- g. Microchip implanting of the dog for identification purposes.

The hearing examiner may alternatively recommend that the director be given the authority to establish the reasonable conditions from the measures listed above, or from revisions or additions to such measures that the director deems necessary to effectuate the purposes of this chapter.

- D. The City hearing examiner notifies, in writing, the owner or keeper of his decision within twenty (20) days of the hearing. The owner or keeper of the dog may appeal the City hearing examiner's decision on the potentially dangerous dog appeal within fifteen (15) days to the Spokane County superior court.
- E. Conditions imposed on a potentially dangerous dog under this section may be reviewed and modified at the discretion of the Director. Any modification of conditions must be supported by written findings and conclusions issued by the Director, which will become final and effective fifteen days (15) after notice to the owner or keeper of the dog unless appealed. The notice and appeal of any modification of conditions shall be only of the changed conditions and shall follow the notice and appeal procedures contained in the section.
- F. Dogs deemed potentially dangerous by other jurisdictions in the state of Washington shall be subject to the same regulations as if they have been deemed potentially dangerous in Spokane County and the owner or keeper shall present the dog to SCRAPS within thirty (30) days of their arrival in Spokane County in order to allow the Director to evaluate the dog on an individual basis and determine which restrictions authorized under this section to impose. Any owner or keeper of a dog deemed potentially dangerous by a jurisdiction outside of the state of Washington who is relocating to Spokane County shall present the dog to SCRAPS within thirty (30) days of their arrival in Spokane County in order to allow the Director to evaluate the dog on an individual basis and determine which restrictions authorized under this section to impose.
- G. An owner or keeper of a potentially dangerous dog who violates any of the conditions imposed under this section shall be guilty of a misdemeanor as set forth in SCC 5.04.071(b) and (j).

**SMC 10.74.050      Potentially Dangerous Dog at Large**

- A. No owner may cause or permit a potentially dangerous dog to be or run at large within the City or to roam or stray from the building or enclosure where harbored unless:
  - 1. Restrained by a sufficient collar, harness or halter, and on a leash eight (8) feet or less in length and in the control of a person physically able to restrain the dog; or,

2. Confined safely within a vehicle.
- B. No person may release, or allow the escape from confinement or the control of another, any potentially dangerous dog.
- C. A violation of this section is a misdemeanor.

**SMC 10.74.060      Dangerous Dog – Confiscation**

- A. An animal protection officer shall immediately confiscate a dangerous dog if:
  1. it is not validly registered under SMC 10.74.020; or
  2. it is not maintained in the proper enclosure; or
  3. its owner does not have the surety bond or liability insurance required by SMC 10.74.020; or
  4. it is at large as defined in SCC 5.04.020 (6); or
  5. it, after being declared and registered as a dangerous dog, engages in subsequent conduct that would qualify the dog as a potentially dangerous dog or dangerous dog as prescribed in SCC section 5.04.020.
- B. If a dangerous dog has been confiscated because it is in violation of subsection (A)(4) or (A)(5) of this section, the animal control authority quarantines the dog for fifteen (15) days and thereafter causes the dog to be destroyed in an expeditious and humane manner unless the owner or keeper files an appeal pursuant to subsection (D) of this section. The animal protection officer shall serve the owner or keeper of the dog with notice that the dog has been confiscated, either in person or by regular and certified mail, return receipt requested. Service, if by mail, shall be considered completed three days after mailing of the notice. The notice shall state:
  1. the reason(s) for the confiscation,
  2. a statement that the dog will be quarantined for the fifteen (15) days and thereafter euthanized in an expeditious and humane manner, and
  3. an explanation of the owners or keeper's rights and proper procedure to appeal the confiscation and pending euthanasia.
- C. If a dangerous dog is confiscated because it is in violation of subsection (A)(1), (A)(2) or (A)(3) of this section, and if the animal is licensed, the animal control authority shall serve the owner or keeper of the dog with notice that the dog has been confiscated, either in person or by regular and certified mail, return receipt requested. Service, if by mail, shall be considered completed three (3) days after mailing of the notice.  
The notice shall state:
  1. The reason(s) for the confiscation,

2. That the owner or keeper is responsible for payment of the costs of confinement and control prior to the dog being released,
3. That the dog will be destroyed in an expeditious and humane manner if the deficiencies for which the dog was confiscated are not corrected within fifteen (15) days, and
4. An explanation of the owners or keeper's rights and proper procedure to appeal the confiscation and pending euthanasia.

**D. Appeal of Dangerous Dog Confiscation and/or Pending Euthanasia.**

1. The owner or keeper of a dangerous dog may appeal the confiscation and/or pending euthanasia of his dog to the City's hearing examiner.
2. An appeal must be filed with the hearing examiner's office within fifteen (15) days of service of notice that the dog has been confiscated.
3. If the confiscation is for violations of subsection (A)(4) or (A)(5) of this section, the sole issue to be appealed to the hearing examiner is whether the dog was in violation of subsection (A)(4) or (A)(5) of this section. It shall not be relevant to the appeal whether the owner has been charged and/or convicted pursuant to RCW 16.08.100(2) or (3).
4. The hearing examiner's decision may be appealed to the Spokane County superior court within twenty (20) days from the date the decision is issued.

E. If a dangerous dog is at large as defined in SCC 5.04.020 (6) in violation of SCC 5.04.070 (12), in addition to confiscation of the dog as provided in subsection (A) of this section, the owner is guilty of a gross misdemeanor, as set forth in SCC 5.04.071 (12).

F. In the event the director, or designee, has sufficient information to determine a dog is dangerous and may pose a threat of serious harm to human beings or animals, the director, or designee, shall seize and impound the dog pending notice, hearings, appeals and other determinations hereunder. The owner or keeper of the dog shall be liable to the animal control authority for the costs and expenses of keeping such dog, unless a finding is made that the dog is neither a dangerous dog nor a potentially dangerous dog.

**SMC 10.74.070          Offenses Relating to Safety and Sanitation**

A. It is unlawful for an owner to fail to:

1. remove the fecal matter deposited by his animal on developed public property or developed private property of another before the owner leaves the immediate area where the fecal matter was deposited;
2. have in his possession the equipment necessary to remove his animal's fecal matter when accompanied by said animal on developed public property or developed public easement.

B. Owner of duly licensed guide dogs shall be exempted from this section.

- C. For the purposes of this section, the term “developed property” shall mean property areas that have been landscaped, paved, made into sidewalks, made into lawns, swales, play or sports areas and property similarly developed.
- D. For purposes of this section, the term “owner” shall be the actual owner of the animal or any other person by whom the animal was brought to the property.
- E. A violation of this section is a class 4 civil infraction.

**SMC 10.74.080      Animals Prohibited in Riverfront Park and City Streets Authorized to be Used for a Special Event**

- A. The director of the department of parks and recreation and/or the chief of police for the Spokane police department, in approving a special event for Riverfront Park and/or City streets used for special events, may authorize the sponsor of the event to ban animals from the event area during the event when it is determined that the presence of animals would create undue risk to the health or safety of persons or animals attending the event.
- B. Whenever animals have been banned from Riverfront Park and/or event area, which may include designated City streets, no person having custody of an animal may cause or allow the animal to be in the park or designated event area. This section does not apply to:
  - 1. guide or service animals, or
  - 2. animals being used by a public officer in the performance of official duties.
- C. The authority of this section will be exercised for:
  - 1. St. Patrick’s Day Parade,
  - 2. Bloomsday,
  - 3. Hoopfest,
  - 4. Jr. Lilac Parade,
  - 5. Lilac Festival Armed Forces Day Parade,
  - 6. Fourth of July Celebration,
  - 7. Royal Fireworks Festival,
  - 8. Spokane American Music Festival,
  - 9. Kids’ Day,
  - 10. Spokane Falls Northwest Indian Encampment and Pow Wow,
  - 11. Pig Out in the Park,
  - 12. any similar future event which presents a similar threat to health and safety.
- D. The designated area for prohibiting animals in the central business district area during special events shall be defined as: Boone Street (north), Brown Street (east), Second Avenue (south) and Monroe Street (west).

**Section 6.      Severability.** If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.



**Section 7. 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 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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	CHHS
<b>Contact Name &amp; Phone</b>	Jenn Cerecedes
<b>Contact Email</b>	<a href="mailto:jcerecedes@spokanecity.org">jcerecedes@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>10 mins</u>
<b>Agenda Item Name</b>	Trent Resource Assistance Center (TRAC) Service Provider contract
<b>Summary (Background)</b>	<p>TRAC Shelter Services Revive Counseling has revised their original RFP submission to match the \$1.5 MM currently proposed for a performance period of 10/1/2022 through 12/31/2022. This is represented in Phase 1 of columns throughout the narrative. For each line item, modifications made from the original proposal are explained.</p> <p>There is an additional Phase 2 request which would provide additional resources needed should the facility regularly be at max capacity. At this time Phase 1 is the only proposal being considered.</p> <p>Revive is also requesting a 10% working capital deposit of \$158,021.10 to be allocated upon execution of the contract to support the onboarding of new staff, supplies, and equipment costs of the implementation phase of our services to be provided at the Trent Shelter.</p> <p>Please see the attached budget and original proposal. Total requested is \$1,570,211 for 15 months from 10/22-12/23. (please note this is a reduction of \$10k from their request as it was identified that they will not need hiring bonuses due to interest in the positions.</p>
<b>Proposed Council Action &amp; Date:</b>	<p>CHHS is requesting conditional consent to approve Revive Counseling as the service provider for TRAC at an annual cost of \$1,580,211.</p> <p>This request is conditional as the final approval is dependent on the approval of the SBO.</p>
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SBO is awaiting approval to go through council  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? The Trent resource and assistance center will serve adults experiencing homelessness and focus on transitioning those adults to permanent housing.	

<p>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?</p> <p>CMIS will be used to collect data</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>CMIS data will be collected regarding the effectiveness of this program.</p>
<p>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?</p> <p>This proposal aligns with the 5 year strategy to end homelessness by providing low barrier shelter space and providing overflow space for inclement weather.</p>



**CITY OF SPOKANE**  
**Regional Flex Capacity Shelter Services Provider**

Project applicants may submit applications to provide services at a shelter located at 4320 E Trent, Spokane, WA, 99212 as described in the associated City of Spokane Notice of Funding Availability (NOFA) Regional Flex Capacity Shelter project document.

**PROPOSAL SUBMITTED BY:**

**ORGANIZATION**                      **Revive Counseling Spokane, PLLC**

**POINT OF CONTACT**              **Layne Pavey**

**PHONE**                                **509-413-2950**

**E-MAIL**                                **layne.pavey@gmail.com**

**SIGNATURE**

***Signature here will confirm compliance with all instructions, terms, and conditions of Funding Notice.***

Applicants that wish to be considered for funding under this opportunity must respond to the following questions in writing and meet all conditions and requirements as stated in the CNOFA. Submission of this application does not guarantee that a proposal will be approved.

## General Instructions

Please complete a single narrative application for the proposal. Please be concise but complete in your responses.

## Proposal Summary

### Organization Leadership Contact Information

Contact Person: Layne Pavey

### Organization Project Contact Information

Contact Person: Layne Pavey  
Mailing Address: 901 N Monroe St Suite 200,  
Spokane, WA 99201  
Telephone: 509-413-2950  
E-mail: layne.pavey@gmail.com

Submission Date: 08/14/2022

Project Title: Trent Shelter Flex Capacity Service Provider

Applicant Organization / Lead Agency Name: Revive Counseling Spokane, PLLC

Dollar Amount Requested from City of Spokane: \$3,015,965

## Project Overview and Description Questions

Revive Counseling Spokane, PLLC is pleased to submit this proposal to the City of Spokane to provide services at a shelter located at 4320 E Trent, Spokane, WA, 99212 as described in the associated City of Spokane Notice of Funding Availability (NOFA) Regional Flex Capacity Shelter project document.

### Organizational Overview

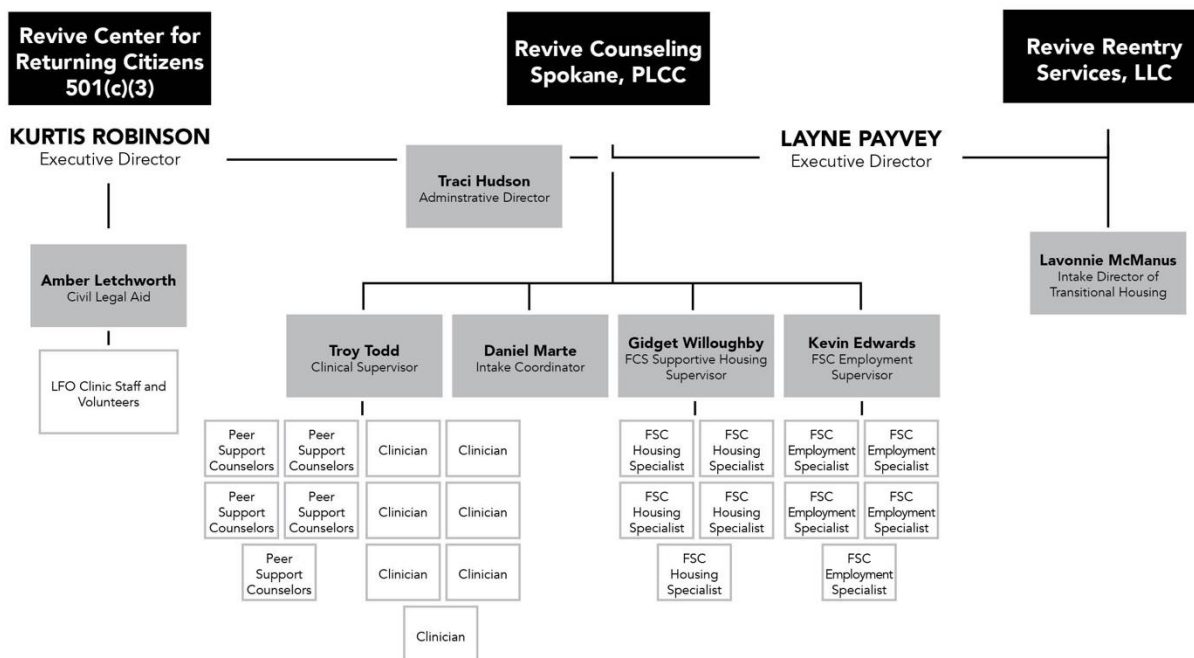
Revive Counseling Spokane is part of the Revive Family of organizations, founded by individuals directly impacted by incarceration, homelessness, trauma, and addiction. We believe those closest to the problems are closest to the solutions. Our work started in 2013 as a grassroots policy advocacy group called, *I Did the Time* with a mission to inform and create policies to decrease mass incarceration. Members of our group began to identify the common struggles among citizens returning to society from jails, institutions, and prisons, which include homelessness issues. The members of *I Did the Time* saw that our community needed support with navigating and sustaining successes in the challenging and complicated reentry process, including the transition to safe, stable, and permanent housing. Between 2015 and 2016, we founded three organizations to meet the unique needs of our peers. This became the Revive Family of Organizations, which includes:

- Revive Counseling Spokane, PLLC, a licensed behavioral health agency (BHA);
- Revive Reentry Services, LLC, a transitional housing program; and
- The Revive Center for Returning Citizens, a non-profit advocacy organization.

Revive Counseling Spokane, PLLC (further referred to as “Revive Counseling” in this proposal) is a licensed BHA that provides a myriad of supportive services for individuals with behavioral health challenges. The mission of Revive Counseling is to provide trauma-informed, evidence-based, wrap-around services to individuals and families to support recovery, growth, and healing.

Revive Counseling hosts a talented team of ten mental health clinicians, five peer support specialists, and twelve Foundational Community Supports (FCS) Supportive Housing and Supported Employment Specialists (see Chart 1). Our mental health clinicians and certified peers are credentialed by the Washington State Health Care Authority and licensed by the Washington State Department of Health.

Chart 1: Organizational Chart for the Revive Family of Organizations



1. Describe how you will meet the unique needs of the target and special sub populations within a single facility:

- Describe how you will provide services and connections to permanent housing for the following populations;
  - Homeless single adults (men, women, gender diverse)
  - Homeless couples and nontraditional family units
  - Persons with mental health disorders
  - Persons with substance use disorders
  - Persons with co-occurring disorders
  - Persons with disabilities:
- Describe how you will connect guests with other needed services including;
  - Inpatient/outpatient treatment
  - Mental Health services
  - ID/SS card procurement
  - Employment
  - Other income (i.e.: SSI, SSD, etc.)

Based on our professional and lived experience, we believe we are the most qualified applicant to help support the City of Spokane in providing services and connections for all the populations utilizing the shelter facility. Our success can be attributed to the trauma-informed, person-centered, wrap-around supportive services we provide through our tenacious team of case managers, peer navigators, and clinical

staff. We are highly skilled at transitioning people with crippling barriers out of institutions and homelessness and into permanent housing, while also supporting them to sustain recovery and reduce criminogenic risk factors.

In the first section below, we explain our integrated service model, which will be the foundation to effectively meet the unique needs of the target and special sub-populations within a single facility. In the next section, we will describe the various services and support we can provide to guests at the shelter facility, and successfully transition them into permanent housing. And in the last section, we will describe the vast network of community organizations we will utilize to connect shelter guests to other needed services and supports that the Revive Family of Organizations does not offer.

### **Our Integrated Service Model**

The Revive Family offers an integrated, person-centered approach to supporting those impacted by incarceration, homelessness, addiction, and trauma. The staff and leadership of the Revive Family know that community integration is a process, not a program. With that in mind, we have developed an Integrated Reentry Model to serve the needs of our community. Our model incorporates a suite of evidence-based processes and interventions supported by the leading research in the field of community integration and addresses all the critical biopsychosocial dimensions of establishing oneself in the community.

Our Integrated Reentry Model is centered around five pillars that support the process of transitioning from an institutionalized or houseless setting into a community setting. They are:

- Pillar 1    **Peer Support & Navigation** - The success of the Revive Family can be attributed to the fact that we are an organization that understands the unique needs of our community due to our lived experience. Every level and role within our organization is staffed with peers who walk side-by-side with individuals and families to navigate the continuum of housing, employment, health, and social services care.
- Pillar 2    **Behavioral Health Services** - We integrate trauma-informed, person-centered behavioral health treatment provided by masters-level clinicians licensed by the Department of Health (DOH) as a foundational aspect of what we do because we understand success is not only about getting material needs met; it's also about identifying and treating mental dis-ease and creating and maintaining mental health and wellbeing.
- Pillar 3    **Wrap-Around Case Management & Care Coordination** - The Revive Family of housing and employment case managers, peer support specialists, and clinical therapists provide assistance navigating the complex web of barriers, housing and employment opportunities, medical systems of care, social services systems, and court and probation processes.
- Pillar 4    **Supported Employment Services** - Revive has spent the past four years building our supported employment program. We utilize the evidence-based model, Individual Place and Supports (IPS), for which we have passed 2 fidelity review audits from the Health Care Authority in 2019 and 2022. The Revive Family has also established credibility with second-chance employers in the area who are willing to hire individuals with barriers to employment, such as lack of work history, lack of educational attainment, mental and substance use



disorders, and criminal histories. We have developed a pipeline of opportunities for participants seeking job growth, higher education, internships, certifications, and long-term careers.

**Pillar 5 Supportive Housing Services (includes supportive transitional housing)** - Our supportive housing services utilize SAMHSA's Permanent Supportive Housing (PSA) evidence-based model for scatter site living and includes a housing assessment, creation of a housing pathway plan, and supporting clients to obtain funding sources, housing vouchers, subsidies, and low-income housing opportunities. Our supportive housing services continue indefinitely after our participants are housed, as their goals change to focus on how to sustain tenancy. We support our participants to build natural supports, increase participation in hobbies/interests, continue taking care of their medical and behavioral health needs, pay rents on time, understand how to work with their landlord to remedy issues related to maintenance and to keep peace with neighbors.

### **Revive Counseling Services & Support**

The process of establishing care at the shelter would begin by enrolling with our on-site housing specialists and peer navigators for assessment and case management. At that time, a targeted assessment would be completed to identify the unique needs, barriers, and goals of participants. We would identify any acute and/or chronic needs and establish a plan for connecting participants to the right resources and additional care providers within or outside the Revive Family continuum of care. The assessment would also include entering data about each participant into the CMIS and completing SPDAT assessments.

We then create individualized, person-centered care plans mutually with shelter guests to meet their unique needs and goals. Case managers engage additional Revive team providers for behavioral health counseling, employment services, and transitional housing, and begin the process of working with participants to select, navigate, schedule, and coordinate services with additional community resources and providers. Case managers will help participants establish primary care and acquire necessary identification documentation to apply for housing or join the workforce. Revive staff tend to acute stabilization needs and provide participants with options to select the treatment centers, resources, and providers of their choice.

We help meet the unique needs of sub-populations based on assessing needs and collaborative processes. For example, individuals experiencing chemical dependency or in active substance use could complete an assessment with our on-site Substance Use Disorder Professional (SUDP) and be referred to in- or out-patient substance use disorder treatment in the community; or an elderly adult with disabilities could be connected to Aging and Long-term Care or Home & Community Services, as well as referred to our SOAR provider to work on benefits acquisition.

The following is a list of all the services provided within the Revive Family of Organization's continuum of care, of which the shelter residents will have access to:

#### *Behavioral Health Services*

Revive Counseling features a team of masters-level licensed clinicians who utilize trauma-informed, person-centered, evidence-based psychotherapy practices. Our priority is to support individuals and

families to stabilize and regulate their stress as they bravely face the psychological and emotional impacts of going through the process of rebuilding their lives. Psychiatric Diagnostic Assessments would be conducted on-site at the shelter for referral to outpatient counseling services within Revive. Once a patient has established care, they could be seen in-person at our Monroe Court location, via telehealth, or meet with the on-site clinician for brief solution-focused interventions. Our clinicians focus the process on stabilization, restoring mental, emotional, and spiritual health, coping skills and trauma reprocessing. Revive Counseling clinicians oversee the treatment process for our clients in partnership with peer navigators, housing, and employment case managers to ensure trauma-informed care and other mental health field perspectives are at the heart of the facilitation of the recovery process. All our licensed clinicians are trained in Eye Movement Desensitization and Reprocessing (EMDR) therapy. We also offer counseling to children and families to aid in reunification.

#### *FCS Supportive Housing Services*

Billed through WA Medicaid's FCS Supportive Housing program, Revive Counseling provides supportive housing services that utilize SAMHSA's Permanent Supportive Housing (PSA) evidence-based model (in a scatter site model) and includes a housing assessment, creation of a housing pathway plan, supporting clients to obtain necessary identification documentation, vouchers, subsidies, and low-income housing opportunities. We connect participants to needed resources, establish primary care, and medications and address other medical needs, offer recovery coaching and peer support, and provide training on tenants' rights and responsibilities, and self-advocacy skills. We also provide tenancy sustaining services once the individual or family is housed at least weekly indefinitely (typically 6 months to 1 year after becoming permanently housed) to ensure continued support in meeting their unique needs based on their individualized goals. We provide additional support by assisting participants in budgeting for living expenses, establishing credit, and developing essential life skills and coping strategies for dealing with day-to-day stress and managing chronic conditions.

The team also conducts regular and extensive outreach to rental-property owners and other supportive housing services in the community to establish a network of property managers and housing options. We also collaborate with landlords and participants to negotiate rent, application fees, and security deposits.

#### *FCS Supported Employment Services*

Also billed through WA Medicaid's FCS Supported Employment program, Revive Counseling provides end-to-end support through each phase of the employment process. FCS Supported Employment program utilizes the Individual Placement & Supports (IPS) evidence-based program to provide employment services for individuals with psychiatric conditions and co-occurring disorders. This includes vocational assessment, pre-employment supports such as resume construction, interview preparation (including affirmation speech), submitting applications, employer outreach/development, employer negotiations, support with reasonable accommodations, referrals for training or further education, and ongoing follow-along support once the participant is employed to ensure employment sustainability. Follow-along supports typically last at least 18 months post job placement and may include assistance learning cognitive-behavioral tools for managing stress on the job, financial planning, supporting the participant to move up in the company, increasing pay, or seeking additional education for further career advancement.

### *SSI/SSDI Outreach, Access, and Recovery (SOAR)*

Revive Counseling's Administrative Director, Traci Hudson, is the SOAR lead for Spokane County and trains our Peer Support Specialists and FCS Housing Specialists to be SOAR providers. Access to SSI/SSDI can be an effective tool in recovery from mental illness and homelessness. With the income support and health insurance that SSI/SSDI provides, individuals can meet their basic needs, maintain housing, and pay their bills. As a result, they are more likely to keep appointments and engage in treatment. However, without the support of a SOAR provider, it can take as long as 1-3 years to obtain approval for SSI/SSDI, during which time people are often lost to the process and require a great deal of community support simply to survive. The SOAR approach aims to support the participants in obtaining SSI/SSDI benefits within 100 days. Nationally, SOAR providers achieve an approval rate of 65 percent in an average of 100 days.

### *Transition Assistance Program (TAP) Fund*

As an FCS Supportive Housing provider, Revive Counseling can connect eligible participants to the TAP fund managed by Amerigroup. It is time-limited, flexible funding assistance that covers housing-related fees, including move-in costs, first and last month's rent, deposits, and nonrefundable fees. FCS enrollees can receive a maximum amount of \$5,000 per 12-month period.

In 2021, the Revive Family started our Breaking Barriers Initiative to support individuals in the reentry process by establishing our own TAP Fund. Our fund allows individuals released from prisons within the past year to apply for financial assistance for various needs to help them get back on their feet.

If awarded this contract, Revive Counseling is asking for an annual amount of \$200,000 to utilize for participants whose needs cannot be met through either of these two other funds. Our on-site team would conduct a needs assessment and support clients with applying to the TAP fund(s) for which they are eligible. Between these three TAP funds, our staff can help participants address barriers to homelessness, such as:

- *Documentation:* ID cards, birth certificates, social security cards
- *Fee-Related:* relicensing costs, rental applications, legal fees associated past evictions, arrears
- *Legal Aid:* court filing fees
- *Housing Costs:* deposits, first and last month rent, application fees
- *Basic Needs:* to pay for bus passes, cell phones, home essentials
- *Moving Assistance:* moving supplies, vehicle rental

### **Continuum of Care Collaboration**

#### *Primary Care & Medication Management*

If awarded the contract, Revive Counseling will work to partner with a community primary care provider, such as Providence Community Clinic or CHAS Street Outreach Team to provide the establishment of primary care, psychiatric medication assessment and further follow-along care for acute and chronic needs. Our goal would be to partner with an organization that would also be able to set up a first-aid tent on the shelter property to manage wound care and acute needs and to make referrals to hospitals and outpatient providers. This would decrease the over-use of emergency departments and the need to

transport to and from the shelter for these needs. Revive would also establish partnerships with organizations that provide walk-in appointments for Medication-Assisted Treatment (MAT) and Methadone Treatment to individuals impacted by opioid use disorders.

### *Spokane Police Department (SPD) Homeless Outreach Team*

If awarded the contract, Revive Counseling staff would partner with SPD's Homeless Outreach team to create co-deployed teams of officers and peer counselors to identify small encampments throughout Spokane County and encourage campers to move to the shelter. Motivational interviewing and trust-building strategies will enable Revive peers to successfully move campers away from rights of way and into the shelter continuum of care and decrease the need for code enforcement and arrests.

### *Referral Network*

In addition to the services and support that would be provided by The Revive Family, we also coordinate and collaborate with the following organizations daily to meet the unique needs of each of the priority populations, whom we already serve.

<b>Homeless single adults (men, women, gender diverse)</b>	<b>Homeless couples and nontraditional family units</b>	<b>Persons with substance use disorders and co-occurring disorders</b>
<ul style="list-style-type: none"> <li>• DSHS</li> <li>• SHA Housing Choice Vouchers</li> <li>• SOAR</li> <li>• SNAP</li> <li>• Spokane Regional Health District</li> <li>• Rural Resources</li> <li>• CHAS</li> <li>• Unify</li> <li>• Providence</li> <li>• Native Project</li> <li>• Spokane Resource Center</li> <li>• American Indian Center</li> <li>• YWCA</li> <li>• Women's Hearth</li> <li>• Hope House</li> <li>• Truth Ministries</li> <li>• UGM</li> <li>• Cannon Shelter</li> <li>• City Gate</li> <li>• Shalom</li> <li>• Career Path Services</li> <li>• Goodwill/HEN</li> <li>• The Way to Justice</li> <li>• Carl Maxey Center</li> <li>• Municipal Community Court</li> </ul>	<ul style="list-style-type: none"> <li>• Catholic Charities</li> <li>• Stepping Stones</li> <li>• Family of Promise</li> <li>• Rising Strong</li> <li>• The Way Out Shelter</li> <li>• Partners with Families &amp; Children</li> </ul> <p><b>Persons with mental health disorders</b></p> <ul style="list-style-type: none"> <li>• Phoenix House</li> <li>• Carlyle Housing</li> <li>• SOAR(SSI/SSDI)</li> <li>• Regional Crisis Services (DCRs)</li> <li>• Frontier Behavioral Health</li> <li>• Psych Triage &amp; E&amp;T</li> <li>• FPATH HARPS</li> <li>• SSVF (Veterans)</li> <li>• HCHV(Veterans)</li> <li>• GPD (Veterans)</li> <li>• Peer Spokane</li> <li>• Passages</li> <li>• Inland Northwest Behavioral Health</li> </ul>	<ul style="list-style-type: none"> <li>• Ideal Options</li> <li>• Boulder Care Methadone Clinic</li> <li>• SRHD</li> <li>• IOP SUD Tx</li> <li>• Compassionate Addiction Tx</li> <li>• Pioneer Boone</li> <li>• STARS</li> <li>• SPARC</li> <li>• YFA</li> <li>• Riverside Recovery</li> <li>• Sunray Court</li> <li>• Royal Life</li> <li>• ABHS</li> <li>• Beyond Behavioral Health</li> <li>• ADEPT</li> <li>• Adult Teen Challenge</li> <li>• Inpatient &amp; Detox SUD Tx Centers</li> <li>• PCE</li> <li>• Recovery Cafe</li> <li>• Revive Reentry</li> <li>• Pura Vida</li> <li>• Oxford</li> </ul>
<b>Persons with disabilities:</b>		
<ul style="list-style-type: none"> <li>• AL TSA</li> <li>• Home &amp; Community Services</li> <li>• SOAR</li> <li>• Disability Rights WA</li> </ul>		

**2. Please describe how you will connect temporary shelter guests with permanent housing:**

- a. Describe how you will utilize existing resources to move guests out of the shelter facility and into permanent housing:

**Our Philosophy and Model**

The shared goal of The Revive Family of Organizations is to support our participants with transitioning from intuition or homelessness to long-term, stable housing. We know that connection to permanent housing is a process, and often it is not linear. We utilize the 5-step social work process of engagement, assessment, planning, intervention (facilitate, educate, advocate), and evaluation to ground our work and keep participants on track. Our housing services are founded on peer support for engagement and trust building, holistic assessment to identify historical data and unique needs, evidence-based practices, participants' strengths and resources, and our housing specialists' ability to identify any and all housing opportunities available. We have goals to complete assessments, care planning, and application processes for various housing options with participants within 30 days of enrollment within the shelter.

SAMHSA's Permanent Supportive Housing, as explained above in *Question 1, subsection "FCS Supportive Housing Services,"* will be the foundational model utilized by the onsite Housing and Peer Specialists to connect guests to permanent housing. This model is centered on mutuality and partnership with participants, honoring their voice and choice through each step of the housing process.

**Preparing for Housing**

Housing Specialists begin with our Housing Profile Assessment and then formulate options for housing pathways with each participant. The Housing Specialist and participant will create a mutual care plan, stating the participant's housing goals in a "client voice" and then create measurable objectives to achieve the goal(s). This can include supporting the participant with acquiring identification documentation, obtaining income or funding, and applying to wait lists for permanent housing. The main goal during these first three phases of the housing process is to support the participant to achieve all objectives associated with becoming an eligible tenant, or housing ready.

We support participants to navigate the housing continuum of care options, such as completing Coordinated-entry Assessments to enter CMIS, applying for Age, Blind or Disabled (ABD) funds, applying for Housing & Essential Needs (HEN) at DSHS, or completing ALTSA referrals for assisted living options. Our Housing Specialists support our participants to apply for all funding sources and housing options, including transitional or bridge housing.

Once participants have completed or obtained housing readiness goals or milestones, we can transition participants into bridge housing as they wait for permanent options, when appropriate. Participants have a better chance of preventing crisis and deterioration of behavioral health conditions, managing their chronic conditions, and sustaining recovery in transitional settings due to the increase in privacy and structure. If individuals move to transitional housing, housing specialists and peers will continue meeting with the participant weekly to ensure forward progress, check in on wait lists and continue to search for

more immediate permanent housing options. Participants would still be able to return to the shelter to complete Road to Renting (formerly Responsible Renters) certification and attend life skills, peer or therapeutic groups, to continue achieving goals associated with the housing process.

### **Finding Housing**

Housing Specialists conduct regular and extensive outreach to rental-property owners and other supportive housing services in the community to establish a network of housing providers. They complete housing market research and landlord development with or on behalf of participants weekly. They stay up to date with landlords and property managers on upcoming and available units and inform landlords of incentives. Our team of Housing Specialists have created a database of private and commercial landlords and property managers to engage with frequently to maintain relationships. They utilize this network to link participants to openings, advocate for participants' barriers to be waived or remedied, and support the participant to establish a working relationship with their landlord/property manager. Housing Specialists support participants to apply for housing opportunities by creating an affirmation statement to present to property managers addressing their barriers and highlighting their strengths in their recovery. They then facilitate between landlords and participants to negotiate rent, application fees, and security deposits, as well as support landlords to apply for mitigation funds from the State for any damages incurred.

### **Creating Housing Sustaining Goals**

The Revive Family's housing services are not just focused on getting participants housed; we focus on supporting participants to stay housed once housing is established to decrease the chances of returning to homelessness. After participants are permanently housed, Housing Specialists support the participant to create housing sustaining goals and will visit the housed participant weekly for at least 90 days (or more if requested) to support the adjustment phase. Behavioral health counseling, peer support and FCS services would be available indefinitely through Revive Counseling to participants who qualify, ensuring shelter staff can return to tend to the needs of shelter guests.

### **Utilizing Resources**

#### *Housing Choice Vouchers*

Revive Family also has access to two Housing Choice Vouchers (HCV) each month, awarded to the Revive Center for Returning Citizens from the Spokane Housing Authority (SHA). Priority for HCV goes to individuals who meet the set forth criteria. Namely, having a criminal history, members of BIPOC groups and having children who plan to live with the applicant. Once the participant has met criteria and is approved by SHA, Housing Specialists have 90 days to permanently house the participant. HCV will be available to shelter participants who meet qualifying criteria. Housing Specialists will also search for HCVs available through other community organizations for which participants may be eligible.

#### *Transitional Housing Services*

Oftentimes, transitional housing is a better option than shelter housing when waiting to get to the top of the wait lists for permanent housing. Revive Reentry Services, LLC (referred to as "Revive Reentry" in this proposal) is a transitional housing program included in the Revive Family or Organizations continuum of care. Revive Reentry was established in 2015 to provide transitional housing to individuals

with criminal histories and co-occurring disorders. This program aims to move people from homelessness/institution to our transitional setting and then to permanent housing—whether by becoming eligible renters, homeowners or securing placement in needed assisted living facilities.

Revive Reentry is a Washington State Department of Corrections (WADOC) Housing Vendor, able to accept WADOC's reentry housing vouchers for eligible individuals, as well as a myriad of additional vouchers or subsidies such as HEN and HARPS. Revive Reentry owns five properties throughout Spokane that are reserved specifically for persons who experience barriers to housing due to their criminal histories. Across our five transitional homes, we can serve up to 20 men and 21 women based on bed availability.

Revive Reentry's one-of-a-kind hybrid housing model combines national best practices from Housing First and Safe-and-Sober housing philosophies. While Housing First models provide security for housing, they often lack the wrap-around services required that support recovery. And while Safe-and-Sober housing is often intensive in its aspirations for recovery, it often creates housing insecurity for participants in a relapse which increases their chances of recidivating or becoming homeless. We believe that a mix of both philosophies maximizes our participants' chance of recovery and remission. Our goal is to reduce recidivism and homelessness, and ultimately keep people in the community for services, rather than jails, if they struggle with recovery.

By providing a hybrid model based on peer support, harm reduction, restorative justice, and care coordination, Revive Reentry's model secures transitional housing for those in recovery while simultaneously providing them comprehensive wrap-around services. Combining the best of both worlds is done to promote holistic recovery and address the sources of psychosocial stress that often lead to relapse.

Individuals who transition into Revive Reentry's transitional housing have access to all programs available through the Revive Family continuum of care. Our family of organizations provides residents with additional wrap-around supports, including mental health counseling, peer support, housing system navigation, support with basic needs, employment and education services, support establishing income sources such as benefits and SS/DI, rebuilding credit, money management services and housing services to establish long-term goals for permanent tenancy to reduce recidivism and ensure long-term success.

- a. Describe the challenges you expect to face in getting shelter guests into permanent housing, what additional community resources are needed to ensure success:

There are a number of challenges we will face with getting shelter guests into permanent housing. One of the first challenges will be getting some of the most vulnerable individuals into the shelter. Due to the shelter's location, intense outreach and transportation will be necessary to bring people in. We also know that relationship building and education will be necessary to overcome the mistrust and dislike that homelessness-impacted individuals often have pertaining to shelter settings. Once individuals are at the facility, we will face a myriad of logistical challenges, which we will address through strong relationship

building with The Guardian's staff, as well as our faith in our service model and direct client supports requested in our budget.

Additionally, many larger systemic issues are out of control, such as lack of housing (including transitional and permanent housing options), insufficient crisis and detox stabilization services, and long wait lists for CMIS, low-income housing, and assessments for services provided through ALTSA or Home and Community Services. Spokane is badly in need of many necessary resources if we are going to successfully address our issues with homelessness. Our participants will not have options for detox from substances due to STARS' sobering unit being closed. Participants need faster access to inpatient stabilization services through Regional Crisis Services and quicker access to inpatient beds at stabilization facilities such as Inland Northwest Behavioral health, who often can't admit individuals with co-occurring disorders prior to medical clearance from Sacred Heart Emergency Department. When individuals cannot address their acute behavioral health needs, it severely limits their options for housing.

To mitigate some of these gaps, our team will support shelter guests with safety planning, meaningful daily activities, and recovery coaching. Relapse and crisis prevention starts with creating a structured schedule of healthy activities, social interactions, and peer support. Revive staff will create weekly schedules of activities to promote engagement and decrease episodes of escalation. When necessary, our staff will make referrals for crisis services to the existing continuum of care. We are also requesting additional funds for family reunification for participants who wish to relocate back to their city of origin but cannot afford the bus ticket.

Revive Counseling aspires to build a strong partnership with the Spokane Police Department, Municipal Community Court, and Frontier Behavioral Health's crisis outreach team to decrease arrests associated with behavioral health challenges and "crimes of poverty." The cycle of re-incarceration stymies the housing process and creates further barriers for individuals with co-occurring disorders.

Ultimately, our goal is to continue working with transitional and permanent housing providers to build new low barrier, affordable, housing first options over the next years to decrease the need for shelter utilization. Until the aforementioned gaps in the continuum of care are addressed, efforts to end chronic homelessness for the most vulnerable populations may have limited success.

### **3. Please describe your staffing model for this project, please include the training and experience required of frontline staff:**

Revive Counseling's staffing model for this project would include utilizing leadership team members experienced in housing to provide support from the main office location, as well as a fully staffed team to serve on-site at the shelter with the goal to have staff there 24 hours a day, seven days a week. The required experience of frontline staff is detailed in each description below.

Revive Counseling has a comprehensive annual/onboarding training curriculum administered through a combination of Relias courses and senior staff instruction. Topics include the following:

- DOH WAC Agency P&P Orientation



- Introduction to Fidelity Models & Evidence-based practices
- Understanding Workplace Violence
- Harassment in the Workplace
- HIPAA Compliance (RCW 70.02)
- Preventing, Recognizing and Reporting Abuse
- Professional Ethics and Standards of Social Workers
- Cultural Competence
- Fraud Waste and Abuse
- Bloodborne Pathogens and Standard Precautions
- FCS Assessment: How Clients Gain Access to Services
- Co-Occurring Disorders
- Maintaining Professional Boundaries
- Suicide Prevention, Assessment, and Intervention

Additionally, every new employee is trained according to RCW 49.19.030 and annually thereafter in the following topics:

- General safety procedures
- Personal safety procedures and situational awareness
- The violence escalation cycle
- Violence-predicting factors
- Assessment of history of violent behavior
- Verbal techniques to de-escalate and minimize violent behavior
- Strategies to avoid physical harm
- Self-defense strategies
- Documenting and reporting incidents required by DOH
- The process whereby employees affected by a violent act may debrief
- Available resources to employees for coping with violence
- The healthcare setting's workplace violence prevention plan
- Evidence-based Perspectives & Interventions: Motivational Interviewing, Solution-focused Brief Care, EPICS-I Cognitive Behavioral Tools and Social Skills, Trauma-informed Care, Strengths and Empowerment perspectives

### **Backoffice Leadership Support Staff**

#### ***Executive Director, Layne Pavey, LICSW, CPC***

Layne Pavey is the founding Executive Director of Revive Counseling and Revive Reentry. She holds an MSW degree from Eastern State University, obtained in 2014. She is a certified EMDR Therapist & Consultant, Approved Clinical Supervisor, EPICS-I Coach and Influencer, and the Co-facilitator of Spokane County Community Partners in Transition Solutions (CPTS) Coalition. As the Executive Director, she oversees and directs the daily operations of all Revive Counseling and Revive Reentry departments and programs, including psychotherapy services, peer support, case management, and FCS Supportive Housing & Supported Employment Services. She manages and assigns responsibilities to supervisors and staff, hires new staff members, manages contracting and credentialing processes with third-party payers, manages finances and coordinates administrative tasks with the Administrative Director.

#### ***Administrative Director, Traci Hudson, CPC***

Traci Hudson is the Administrative Director for Revive Counseling Spokane and has been working in Spokane's homeless housing sector, providing benefits acquisition for underserved populations for the last

15 years. She holds a bachelor's degree in Organizational Management from Whitworth University and is slated to obtain her master's degree in Communication and Leadership from Gonzaga University in January of 2023. Traci is a Certified Peer Counselor credentialed through the Washington State Department of Health and a Certified Recovery Coach. Additionally, since 2016 she has been the SSI/SSDI Outreach, Accessibility, and Recovery (SOAR) lead for Spokane County. Ms. Hudson is an expert on system processes and requirements to deliver mutually beneficial outcomes for participants and regulatory provisions. More specifically, she has firsthand knowledge and experience working with Housing Choice, HUD-VASH, and PSH voucher programs here in Spokane. She is the project lead for the Spokane Housing Authorities Housing Choice Voucher program within the Revive Family continuum of care. Her experience includes; chairing a Section 8 committee to identify candidates for appropriate housing vouchers, gathering pertinent document requirements, submitting complete housing voucher packets, coordinating care for clients to provide support to identify properties, HQS inspections, bi-annual HQS inspections, briefings, HAP contracts, and lease agreements. Her robust knowledge and rich connections to the non-profit landscape and partnering agencies here in Spokane will complement her ability with effectiveness. Finally, she is well versed in the CMIS platform to collect data and will preserve the continuum of care model.

***FCS Supportive Housing Supervisor, Daniel Marte, CPC***

Daniel is Revive Counseling's FCS Supportive Housing Supervisor, Community Outreach/Intake Coordinator, and Certified Peer Counselor (license number CG60762938). Mr. Marte holds a bachelor's degree in Addiction Studies from EWU and has worked in the behavioral health field since 2012. Daniel was formerly licensed as an SUDPT before finding his passion in working with Revive Counseling's clientele. Mr. Marte is trained in motivational interviewing, trauma-informed techniques, and person-centered care and supervises six of our FCS Housing specialists. Further, Daniel excels in group facilitation utilizing strengths-based ideology. Ultimately, Daniel believes in the power of peer support and uses his lived experience, formal education, and training to help others on their personal journeys of recovery.

***FCS Supported Employment Supervisor, Kevin Edwards, SUDPT, CPC***

Kevin Edwards is a licensed Substance Use Disorder Professional, Certified Peer Counselor, and FCS Employment Specialist Supervisor (license numbers are CP61205034 and CG61078770). He graduated from Spokane Falls Community College and Eastern Washington University, where he studied Psychology and Sociology and obtained a certificate in Addiction Studies. Kevin is trained in cognitive behavioral interventions and Motivational Interviewing. He has been an IPS Employment Specialist for three years and was promoted to supervisor in 2021. Mr. Edwards supervises three full-time FCS Employment Specialists in our agency and serves as Revive Counseling's representative for the Community Partners Transitions Solutions (CPTS) coalition. Further, Kevin is trained in; Co-Occurring Disorders in Persons in the Justice System, among Older Adults and Adolescents, Responsive Services and Supports for Persons with Co-Occurring Disorders, Women and Co-Occurring Disorders, and Understanding the Needs for Persons with Co-Occurring Disorders. Finally, Mr. Edwards is a teaching facilitator for the Road to Renting certification classes within Revive Counseling.

**Frontline On-Site Staff**

Revive Counseling's goal is to recruit and hire an entire team to meet all the needs of the shelter residents 24 hours a day, seven days a week. The onboarding and training process for new staff will occur gradually over the first four months of contracting. We will mobilize and promote housing specialists, peers, and clinicians from within to meet the needs of the shelter in the interim as we continue to hire new team members.

### ***Homelessness Services Program Director***

The Program Director will be in a master-level position and report to the Executive Director. This position will oversee all operations and functions of the team at the facility, including managing data collections and leading staff training on the implementation of services.

### ***Community Programs Coordinator***

The Community Program Coordinator will have lived experience and at least two years working in the field and report to the Program Director. This position will set the tone for the resident's experience as a peer. They will welcome new residents and initiate the intake process. In addition, the Community Programs Coordinator would triage participant care, facilitate life skills groups and resident-led committees, fill in to support participants when needed, plan community events such as BBQs and movie nights, and coordinate care with the Guardian's staff. This role will ensure that staff utilize trauma-informed care methods, coordinate operations, and facilitate community activities.

### ***Licensed Mental Health Clinician/Clinical Social Worker***

The on-site clinician would be in a masters-level position, have an active DOH license to provide mental health diagnosis and treatment, and have two or more years of experience in a related field. This position would report to the Revive Clinical Supervisor and the shelter's Program Director and supervise the Peer Support Specialists. This position would validate mental health needs for access to FCS and other programs that require psychiatric diagnostic criteria for access to care. This clinician would also provide counseling and group therapy as requested. In addition, the clinician will guide clients in developing skills and strategies to cope and manage distress and support them with self-advocacy skills. They may also run an on-site Dialectical Behavior Therapy (DBT) skills group or other evidence-based therapy groups.

### ***Licensed Substance Use Disorder Professional (SUDP)***

The SUDPs require a DOH license for SUDP/T with a preferred bachelor's degree and two or more years of experience. This position would report to the Program Director. This role would conduct assessments for access to SUD levels of care (including detox, inpatient, and outpatient), make referrals to the appropriate agency, and coordinate care with all SUD providers in the area and across the state. The SUDP would also transport patients to the hospital setting for clearance and bed dates. In addition, they would be responsible for knowing available beds in the community and providing what is needed for individual agencies.

### ***Housing Specialists***

The Housing Specialists will report to the FCS Supportive Housing Supervisor. This team will be the first point of contact for our intake process. They will conduct a needs assessment and coordinate which team members the participant should meet with next. Our Housing Specialists provide services consistent with SAMSHA's principles and the Health Care Authorities Permanent Supportive Housing fidelity model to perform direct client services, complete related documentation, and field case management activities to support the acquisition of permanent housing for individuals.

### ***Employment Specialists***

The Employment Specialists will report to the FCS Supported Employment Supervisor. This team will receive referrals from Housing Specialists based on participants who would like employment assistance. Employment Specialists carry out the services of the IPS Supported Employment program to fidelity by assisting clients in obtaining and maintaining employment that is consistent with their vocational goals. They are also responsible for creating a network of employers willing to hire shelter residents. This team will also run resume building and pre-employment support classes for shelter residents.

### ***Peer Support Specialists***

Peer Support Specialists must have lived experience and report to the on-site clinician. This role would use their lived experience in recovery, plus skills learned in formal trainings, to deliver peer support services to adults diagnosed with mental illness, substance use and/or co-occurring disorder to promote recovery and resilience. The Peer Support Specialists draw upon their experiences to help individuals find hope and progress towards recovery. Because of the Peer Support Specialist's own life experience, they are uniquely equipped to provide support, encouragement, and resources to individuals residing at the shelter. On-site, they will provide engagement and enrichment for residents, help with life skills, and attend to crises. This team will also coordinate all other needs around medical and behavioral health appointments. The aim would be to have all Peer Support Specialists certified as Community Health Workers within 12 months of hire. We would also have as many as five complete certifications through DSHS to be Caregivers for hospital discharged patients.

### ***Hospital Discharge Respite Care Coordinator/Triage Coordinator***

The Hospital Discharge Respite Care Coordinator/Triage Coordinator will be a bachelor's level position and report to the Program Director. The person in this role will need to be familiar with nursing or caregiving, preferably in a hospital setting. The role will coordinate with nurses from Providence within 5-10 days of discharge, track these patients, and determine appropriate vs. inappropriate discharge based on Activities of Daily Living (ADLs), and length of stay.

### ***Benefits Coordinator***

The Benefits Coordinator will report to the Program Director. Our preference would be to have a peer in this role. This position will support participants to enroll in health insurance through the Washington Health Plan Finder and participate in the regional Navigator Network.

## **4. Please describe how you will implement practices that promote a culture of safety and empowerment for staff and shelter guests:**

There are risks to our staff in working with unstable individuals who may have a propensity towards violence due to posttraumatic stress-related hyper-reactivity or substance use. As listed in our response to *Question 3*, all staff run through a thorough training curriculum that includes skills and tools needed to manage risks. Our staff are trauma-informed and use a situational person-centered approach to deal with the myriad of situations that arise from the multiple factors that impact homeless individuals. Being peers, they also bring their own lived experiences to the table, which allows for a deep connection to clients when they are distressed.

The Revive Counseling staff and frontline team would prioritize making the shelter a friendly place to come during the day as well as a place to build community. Revive will organize and empower shelter-residents through a self-determination process to create their own committees and advisory boards to plan meaningful activities and community rules of engagement for the shelter community that encourage engagement, skill building, conflict management and restorative processes if community rules of engagement are violated. Our staff would conduct outreach to promote the shelter as a safe place where folks will be well taken care of. To support this, Revive Counseling staff would leave it in the hands of the facility support manager to enforce security measures so that our staff can focus on supporting the residents and their path to becoming housed. We would want to establish a philosophy and then protocols around this with the facility support management team to ensure clear lines that will allow Revive Counseling staff to earn and keep the trust of the residents.

Revive Counseling staff would coordinate various activities to engage residents, support the sense of community, empowerment, self-determination and help decrease stress that leads to unwanted behavior. This could include:

- **Meaningful Daily Activities:** arts, crafts, movies, games, books, support groups
- **Community Events:** bands, BBQ, gardens, good neighbor outreach, bingo, bowling, community cleanup and engagement, activities committee
- **Life skills/Therapeutic classes:** Meditation, trauma-informed yoga, cooking, nutrition, budgeting, art therapy, mindfulness groups, resilience training, DBT Skills group, job training classes, boundaries groups, Harm Reduction strategies groups, Seeking Safety/Trauma-informed groups, WRAP groups, shelter resident-led committees, Road to Renting Certification (formerly “Responsible Renters”)

**5. The Spokane City/County Continuum of Care measures of success and performance targets the length of stay in night-by-night emergency shelter at 30 days with exits to permanent housing from night-by-night shelter targeted at 50%. Can your organization meet these performance targets? If you cannot meet these performance measures please provide alternate performance targets and your rational behind these numbers:**

We do not believe that this performance measure is feasible. However, Revive Counseling’s service model and intake process will set us up for the best chance of meeting this measure. We will ensure that participants will have all the services and supports they need within the first 30 days to make it possible for them to transition to permanent housing at the end of the 30 days. As mentioned in our response to *Question 2.B*, there are still many gaps within the community that are external to our agency's performance that will affect our ability to meet this measurement. One of which is the lack of housing options available in Spokane.

We will track the following measures of the process to ensure we are meeting the necessary expectations involved to set the participants up to meet this goal where housing is available. This data collection will also give us data points to support other initiatives and suggestions for necessary community resources.

**Performance Targets**

Measure	Completed within
Enrollment with Housing Specialists and peers	36 hours
Complete Housing Pathway Assessment and person-centered care plans	Week 1
Address barriers associated with identity documentation and help obtain necessary documentation	Week 2
Establish primary medical care and medication needs	Week 2
Complete Coordinate Entry Assessment	Week 2
Complete enrollment in housing continuum of care opportunities, including but not limited to ALTS-A, Coordinated Entry Assessment, Home & Community Services, completing applications to low-income housing	30 days

Complete employment assessment for vocational rehab and job readiness	30 days
Access to job interviews	30 days
Complete Road to Renting (formerly Responsible Renters) and tenancy readiness-related courses	30 days
Complete applications for low-income housing opportunities	30 days
Transition 50% of shelter residents to bridge, temporary or permanent housing options	60 days

## Budget Narrative

### **Budget Summary**

Category	Annual Costs	Monthly Cost
Salaries and Benefits	\$2,098,766	\$174,897
Supplies	\$27,000	\$14,167
Equipment	\$62,000	\$5,167
Meals	\$0	\$0
Travel	\$93,600	\$27,667
Insurance	\$5,300	\$442
Direct Client Assistance	\$332,000	\$27,667
Other	\$123,120	\$10,260
<b>Total Direct Charges</b>	<b>\$2,741,786</b>	<b>\$260,266</b>
Indirect Charges (10%)	\$274,179	\$22,848
<b>Total Project Costs</b>	<b>\$3,015,965</b>	<b>\$283,114</b>

### **Program Operations**

#### Salaries and Benefits:

Position	Name	Annual Salary	FTEs	Total Salary	HIR	Fringe	Salary + Benefits	Monthly
Executive Director	Layne Pavey	\$80,000	0.25	\$20,000	\$750	\$3,042	\$23,792	\$1,983
Administrative Director	Traci Hudson	\$80,000	0.50	\$40,000	\$1,500	\$6,084	\$47,584	\$3,965
FCS Supportive Housing Supervisor	Daniel Marte	\$65,000	0.75	\$48,750	\$2,250	\$7,415	\$58,415	\$4,868
FCS Supported Employment Supervisor	Kevin Edwards	\$65,000	0.75	\$48,750	\$2,250	\$7,415	\$58,415	\$4,868

Homelessness Services Program Director	TBD	\$65,000	1.00	\$65,000	\$3,000	\$9,887	\$77,887	\$6,491
Community Programs Manager	Breia Gorder	\$55,000	1.00	\$55,000	\$3,000	\$8,366	\$66,366	\$5,531
Licensed Clinician	TBD	\$55,000	1.00	\$55,000	\$3,000	\$8,366	\$66,366	\$5,531
SUD Provider	TBD	\$50,000	1.00	\$50,000	\$3,000	\$7,605	\$60,605	\$5,050
Housing Specialists	TBD	\$50,000	12.00	\$600,000	\$36,000	\$91,260	\$727,260	\$60,605
Employment Specialists	TBD	\$50,000	6.00	\$300,000	\$18,000	\$45,630	\$363,630	\$30,303
Peer Support Specialist	TBD	\$45,000	8.00	\$360,000	\$24,000	\$54,756	\$438,756	\$36,563
Hospital Discharge Respite Care Coordinator	TBD	\$45,000	1.00	\$45,000	\$3,000	\$6,845	\$54,845	\$4,570
Benefits Coordinator	TBD	\$45,000	1.00	\$45,000	\$3,000	\$6,845	\$54,845	\$4,570
<b>Total</b>			<b>34.25</b>	<b>\$1,732,500</b>	<b>\$102,750</b>	<b>\$263,516</b>	<b>\$2,098,766</b>	<b>\$174,897</b>

Revive will utilize 2.25 FTE support for back-office operations and hire 32 FTEs to provide onsite services and support at the shelter facility. The total annual salary request is \$1,732,500. Revive gives each staff member \$3,000 annually for Health Insurance Reimbursement (HIR) for a total request of \$102,750. Fringe Benefits are calculated at 15.21% of salaries and will total \$263,516 annually. The types of fringe benefits and the percentages are below:

Fringe Category	Rate
FICA	7.65%
Unemployment	3.00%
L&I	0.30%
Family Leave	0.26%
Retirement	4.00%
<b>Total</b>	<b>15.21%</b>

#### Supplies:

Item(s)	Annual Cost	Monthly
Office Supplies	\$14,000	\$1,167
Outreach Materials	\$13,000	\$13,000
<b>Total</b>	<b>\$27,000</b>	\$14,167

We are requesting \$27,000 for Supplies related to general office supplies needed at the Shelter Facility for staff as well as creating and printing of outreach and education materials.

**Equipment:**

Item	Quantity	Amount	% Charged to the Award	One Time Cost
Transport Van	1	\$30,000	100	\$30,000
Laptops	32	\$1,000	100	\$32,000
<b>Total</b>				<b>\$62,000</b>

We are requesting \$30,000 to purchase a van for transporting individuals from downtown to the shelter location, and \$32,000 to purchase laptops for all newly added staff, for a total request of \$62,000.

**Meals:**

There are no funds requested for meals.

**Travel:**

Purpose	Destination	Item	Calculation	Annual Cost	Monthly Cost
Transport	Local	Mileage	\$300 per person/per month	\$93,600	\$7,800
<b>Total</b>				<b>\$93,600</b>	<b>\$7,800</b>

We are requesting \$93,600 for mileage reimbursement related to transporting individuals to the shelter and to/from appointments. This is calculated at \$300 per staff each month for 26 of the 32 onsite staff members since not all staff at the shelter facility will be transporting individuals.

**General Liability and Auto Insurance:**

Item	Annual Cost	Monthly Cost
Vehicle	\$2,500	\$208
Professional Liability & General Liability	\$2,800	\$233
<b>Total</b>	<b>\$5,300</b>	<b>\$442</b>

\$5,300 is requested to cover vehicle, Professional Liability, and General Liability insurances.

**Direct Client Assistance:**

Item	Annual Cost	Monthly Cost
STA Bus Passes	\$90,000	\$7,500
Family Reunification Fund	\$12,000	\$1,000
TAP Fund	\$200,000	\$16,667
Meaningful Daily Activities	\$12,000	\$1,000
Life Skills Classes	\$12,000	\$1,000
Community Events	\$6,000	\$500
<b>Total</b>	<b>\$332,000</b>	<b>\$27,667</b>



A request of \$332,000 annually for Direct Client Assistance. This includes STA bus passes for shelter residents, a family reunification fund to pay for Greyhound bus passes and meal stipends for residents to get back home if they are not a Spokane resident, \$200,000 for a TAP fund for expenses not covered by the FSC TAP fund and Revive Breaking Barriers TAP fund, \$12,000 to support meaningful daily activities such as games and crafts, \$12,000 to purchase supplies and bring in instructors for Life Skills classes outside of what Revive staff can provide such as yoga and budgeting, and \$6,000 to pay for food, bands, DJs, and prizes for 3-4 community events per year.

#### Other Program Operations:

Item(s)	Annual Cost	Monthly Cost
Professional Services (IT & Legal)	\$20,000	\$1,667
Employee Training	\$10,000	\$833
Cell phone plans	\$21,120	\$1,760
Contractor - Data Collection	\$40,000	\$3,333
Signing Bonusus	\$20,000	\$1,667
EMR Software	\$12,000	\$1,000
<b>Total</b>	<b>\$123,120</b>	<b>\$10,260</b>

Other program costs include professional services for \$20,000 to support recruiting and hiring shelter staff; \$10,000 for employee training in motivational interviewing, trauma-informed care, and conflict resolution; \$21,120 for cell phone plans for the 32 new staff members; \$40,000 for a contractor to help with data collection and analysis; \$20,000 to use for signing bonuses to aid in quickly getting 32 new staff recruited and hired; and \$12,000 to cover 50% of the annual cost for EMR software.

#### **Administration**

##### Indirect:

Calculation	Annual Amount	Monthly
10% de minimis	\$274,179	\$22,848
<b>Total Request</b>	<b>\$274,179</b>	<b>\$22,848</b>

Revive Counseling is requesting a De Minimis indirect rate of 10% to support indirect costs for a total request of \$274,179 annually.

## Budget Narrative

Based on discussions on August 31, 2022 with City staff, Revive Counseling has revised our budget proposal to match the \$1.5 million currently available for this contract for a performance period of October 1, 2022 through December 31, 2023. This is represented in Phase 1 columns throughout this narrative. For each line item, Revive has provided an explanation of the modifications made from our original proposal to meet the budget requirements set forth by the City.

We have also provided an additional \$1.2 million budget estimate to add staff and services after a six months evaluation period, represented as Phase 2 throughout this narrative. It is our expert opinion that the staff and resources represented in Phase 2 of this proposal are necessary to adequately meet the needs of this facility and meet the performance measures.

We would also like to request a 10% working capital deposit of \$158,021.10 to be allocated upon the execution of the contract to support the onboarding of new staff, supplies and equipment costs of the implementation phase of our services to be provided at the Trent Shelter.

***Revive Counseling would also like to note that the total request for both Phases decreased from our original proposal, even while the performance period increased from 12 to 15 months.***

### **Budget Summary**

Original Request		Modified Request		
Category	12 Month Total	Phase 1 (Oct '22-Dec '23)	Phase 2 (Apr '23-Dec '23)	15 Month Total
Salaries and Benefits	\$2,098,766	\$1,284,829	\$783,604	<b>\$2,068,433</b>
Supplies	\$27,000	\$11,600	\$17,400	<b>\$29,000</b>
Equipment	\$62,000	\$12,000	\$20,000	<b>\$32,000</b>
Meals	\$0	\$0	\$0	<b>\$0</b>
Travel	\$93,600	\$10,800	\$25,200	<b>\$36,000</b>
Insurance	\$5,300	\$2,646	\$3,969	<b>\$6,615</b>
Direct Client Assistance	\$332,000	\$64,600	\$189,400	<b>\$254,000</b>
Other	\$123,120	\$50,080	\$62,600	<b>\$112,680</b>
<b>Total Direct Charges</b>	<b>\$2,741,786</b>	<b>\$1,436,555</b>	<b>\$1,102,173</b>	<b>\$2,538,728</b>
Indirect Charges (10%)	\$274,179	\$143,656	\$110,217	<b>\$253,873</b>
<b>Total Project Costs</b>	<b>\$3,015,965</b>	<b>\$1,580,211</b>	<b>\$1,212,390</b>	<b>\$2,792,601</b>

## **Program Operations**

### **Salaries and Benefits:**

#### **Phase 1**

Position	Name	Annual Salary	FTEs	Requested Salary	HIR	Fringe	Requested Total
Executive Director	Layne Pavey						\$0
Administrative Director	Traci Hudson	\$80,000	0.50	\$50,000	\$1,875	\$7,605	\$59,480
Receptionist	TBD	\$40,000	1.00	\$50,000	\$3,750	\$7,605	\$61,355
FCS Supportive Housing Supervisor	Daniel Marte	\$65,000	0.50	\$40,625	\$1,875	\$6,179	\$48,679
FCS Supported Employment Supervisor	Kevin Edwards	\$65,000	0.50	\$40,625	\$1,875	\$6,179	\$48,679
Homelessness Services Program Director	TBD	\$65,000	1.00	\$81,250	\$3,750	\$12,358	\$97,358
Community Programs Manager	TBD	\$55,000	1.00	\$68,750	\$3,750	\$10,457	\$82,957
Licensed Clinician	TBD	\$55,000	1.00	\$68,750	\$3,750	\$10,457	\$82,957
SUD Provider	TBD	\$50,000	1.00	\$62,500	\$3,750	\$9,506	\$75,756
Housing Specialists	TBD	\$50,000	3.00	\$187,500	\$11,250	\$28,519	\$227,269
Employment Specialists	TBD	\$50,000	2.00	\$125,000	\$7,500	\$19,013	\$151,513
Peer Support Specialists	TBD	\$45,000	2.00	\$112,500	\$7,500	\$17,111	\$137,111
Housing Specialists	TBD	\$50,000	3.00	\$174,000	\$11,250	\$26,465	\$211,715
<b>Total</b>			<b>13.50</b>	<b>\$887,500</b>	<b>\$50,625</b>	<b>\$134,989</b>	<b>\$1,284,829</b>

#### **Phase 2**

Position	Name	Annual Salary	FTEs	Salary Requested	HIR	Fringe	Requested Total
Housing Specialists (12)	TBD	\$50,000	6.00	\$225,000	\$13,500	\$34,223	\$272,723
Employment Specialists (6)	TBD	\$50,000	4.00	\$150,000	\$9,000	\$22,815	\$181,815
Peer Support Specialists (8)	TBD	\$45,000	6.00	\$202,500	\$13,500	\$30,800	\$246,800
Hospital Discharge Respite Care Coordinator	TBD	\$45,000	1.00	\$33,750	\$2,250	\$5,133	\$41,133
Benefits Coordinator	TBD	\$45,000	1.00	\$33,750	\$2,250	\$5,133	\$41,133
<b>Total</b>			<b>18.00</b>	<b>\$645,000</b>	<b>\$40,500</b>	<b>\$98,104</b>	<b>\$783,604</b>

#### **Original Request - \$2,098,766**

Revive will utilize 2.25 FTE support for back-office operations and hire 32 FTEs to provide onsite services and support at the shelter facility. The total annual salary request is \$1,732,500. Revive gives each staff member \$3,000 annually for Health Insurance Reimbursement Agreement (HRA) for a total request of \$102,750. Fringe Benefits are calculated at 15.21% of salaries and will total \$263,516 annually.

#### **Modified Request – \$2,068,433**

**Phase 1:** The total annual salary requested for this Phase is \$1,284,829. will utilize 2.5 FTE support for back-office operations and hire 14 FTEs to provide onsite services and support at the shelter facility. This is the bare minimum of staff we believe it will take to operate the necessary services at the facility.

Revive gives each staff member \$3,000 annually for Health Insurance Reimbursement Agreement (HRA) for a total request of \$50,625. Fringe Benefits are calculated at 15.21% of salaries and will total \$134,989 annually.

Revive made the following modifications:

- Reduced the overall salary and benefits request for back-office operations support
  - Removed the salary request for the Executive Director
  - Added a receptionist
- Reduced onsite FTEs from 32 down to 14
- Estimate that 3 housing specialists, 2 employment specialists and 2 peer support specialists to start in October and requested 15 months of salary and benefits
- Estimate the another 3 housing specialists to start in November and requested 14 months of salary and benefits

**Phase 2:** For Phase 2 of our request, beginning in April 1, 2023 for the remainder of the performance period, Revive Counseling would add the additional 18 onsite staff to reach our original request for 32 staff members. The amount requested for this additional staff would be \$783,604. This modification was made to account the time and effort it will take to recruit and hire all of the staff as well as help to reduce the cost for Phase 1.

The types of fringe benefits and the percentages are below:

Fringe Category	Rate
FICA	7.65%
Unemployment	3.00%
L&I	0.30%
Family Leave	0.26%
Retirement	4.00%
<b>Total</b>	<b>15.21%</b>

## Supplies:

Item(s)	Original	Modified	
	Annual Cost	Phase 1	Phase 2
Office Supplies	\$14,000	\$5,600	\$8,400
Engagement Materials	\$13,000	\$6,000	\$9,000
<b>Total</b>	<b>\$27,000</b>	<b>\$11,600</b>	<b>\$17,400</b>

### Original Request - \$27,000

We requested \$27,000 for Supplies related to general office supplies needed at the Shelter Facility for staff as well as engagement materials.

### Modified Request - \$29,000

**Phase 1:** To reduce the budget for Phase 1 we are requesting \$11,600 for supplies in Phase 1 to cover the first 6 months of operations. We also moved \$2,000 of the \$12,000

requested for Meaningful Daily Activities in the “Direct Client Assistance” to the Engagement Materials cost, increasing the total amount by \$2,000 over the two phases.

**Phase 2:** The \$17,400 for supplies in Phase 1 will cover the remaining 9 months of operations.

### Equipment:

Original			Modified	
Item	Amount	One Time Cost	Phase 1	Phase 2
Transport Van	\$30,000	\$30,000	\$0	\$0
Laptops	\$1000/each	\$32,000	\$12,000	\$20,000
<b>Total</b>		<b>\$62,000</b>	<b>\$12,000</b>	<b>\$20,000</b>

#### Original Request -\$62,000

We requested \$30,000 to purchase a van for transporting individuals from downtown to the shelter location, and \$32,000 to purchase laptops and software for all newly added staff, for a total request of \$62,000.

#### Modified Request - \$32,000

We removed the \$30,000 request for a van.

**Phase 1:** We are requesting a total of \$12,000 for Phase 1 for a reduced the number of laptops purchased to 12 for the staff we will hire in this phase.

**Phase 2:** We are requesting 20 more computers and software for the staff who will be hired in Phase 2, for a total request of \$20,000.

### Meals:

There are no funds requested for meals.

### Travel:

Original					Modified	
Purpose	Destination	Item	Calculation	Annual Cost	Phase 1	Phase 2
Transport	Local	Mileage	\$300 per person/per month	\$93,600	\$10,800	\$25,200
<b>Total</b>				<b>\$93,600</b>	<b>\$10,800</b>	<b>\$25,200</b>

#### Original Request – \$93,600

We requested \$93,600 for mileage reimbursement related to transporting individuals to the shelter and to/from appointments. This is calculated at \$300 per staff each month for 26 of the 32 onsite staff members since not all staff at the shelter facility will be transporting individuals.

### Modified Request - \$36,000

Overall we reduced our mileage reimbursement cost from \$93,600 to \$36,000 by reducing the amount of staff expected to transport.

**Phase 1:** We are requesting \$10,800 to cover the first 6 months of operations for approximately 2-3 of our 14 onsite staff to be transporting individuals.

**Phase 2:** The \$25,200 in Phase 1 will cover the remaining 9 months of operations.

### **General Liability and Auto Insurance:**

Item(s)	Original	Modified	
	Annual Cost	Phase 1	Phase 2
Vehicle	\$2,500	\$1,248	\$1,872
Professional Liability & General Liability	\$2,800	\$1,398	\$2,097
<b>Total</b>	<b>\$5,300</b>	<b>\$2,646</b>	<b>\$3,969</b>

### Original Request - \$5,300

\$5,300 is requested to cover vehicle, Professional Liability, and General Liability insurances.

### Modified Request - \$6,615

The request for this increased due to the extra months of coverage needed for the 15-month performance period.

**Phase 1:** To reduce the budget for Phase 1 we are requesting \$2,646 for insurance coverage to cover the first 6 months of operations.

**Phase 2:** The \$3,969 in Phase 2 will cover the remaining 9 months of operations.

### **Direct Client Assistance:**

Item	Original	Modified	
	Annual Cost	Phase 1	Phase 2
STA Bus Passes	\$90,000	\$9,000	\$21,000
Family Re-unification Fund	\$12,000	\$3,600	\$8,400
TAP Fund	\$200,000	\$50,000	\$150,000
Meaningful Daily Activities	\$12,000	\$0	\$0
Life Skills Classes	\$12,000	\$2,000	\$10,000
Community Events	\$6,000	\$1,000	\$4,000
<b>Total</b>	<b>\$332,000</b>	<b>\$64,600</b>	<b>\$189,400</b>

### Original Request - \$332,000

A request of \$332,000 annually for Direct Client Assistance. This includes STA bus passes for shelter residents, a family reunification fund to pay for Greyhound bus passes and meal stipends for residents to get back home if they are not a Spokane resident, \$200,000 for a TAP fund for expenses not covered by the FSC TAP fund and Revive Breaking Barriers TAP fund, \$12,000 to support meaningful daily activities such as games and crafts, \$12,000 to purchase supplies and bring in instructors for Life Skills classes outside of what Revive staff can provide such as yoga and budgeting, and \$6,000 to pay for food, bands, DJs, and prizes for 3-4 community events per year.

#### Modified Request- \$254,000

We made a \$78,000 reduction in the overall amount requested by reducing our request for STA Bus Passes, Meaningful Daily Activities, and Community Events. As reference above in the Supplied category, \$2,000 from the Meaningful Daily Activities line was added to Engagement Materials.

**Phase 1:** To reduce the budget for Phase 1 we are requesting \$64,600 to cover the first 6 months of operations.

**Phase 2:** The \$189,400 in Phase 2 will cover the remaining 9 months of operations.

#### Other Program Operations:

Item(s)	Original	Modified	
	Annual Cost	Phase 1	Phase 1
Professional Services (IT & Legal)	\$20,000	\$0	\$0
Employee Training	\$10,000	\$10,000	\$0
Cell phone plans	\$21,120	\$3,080	\$17,600
Contractor - Data Collection	\$40,000	\$15,000	\$25,000
Signing Bonusus	\$20,000	\$10,000	\$10,000
EMR Software	\$12,000	\$12,000	\$0
<b>Total</b>	<b>\$123,120</b>	<b>\$50,080</b>	<b>\$52,600</b>

#### Original Request - \$123,120

Other program costs include professional services for \$20,000 to support recruiting and hiring shelter staff; \$10,000 for employee training in motivational interviewing, trauma-informed care, cognitive-behavioral coping skills and de-escalation training; \$21,120 for cell phone plans for the 32 new staff members; \$40,000 for a contractor to help with data collection and analysis; \$20,000 to use for signing bonuses to aid in quickly getting 32 new staff recruited and hired; and \$12,000 to cover 50% of the annual cost for EMR software.

#### Modified Request - \$102,680

We made a \$20,440 reduction in the overall amount requested by eliminating the cost for professional services which we will absorb the expense for and by reducing the number of staff needing cell phone services for the first 6 months.

**Phase 1:** To reduce the budget for Phase 1 we are requesting \$50,080 to cover program startup costs and the first 6 months of operations.

**Phase 2:** The \$52,600 in Phase 2 will cover the remaining 9 months of operations.

## **Administration**

Indirect:

Original		Modified	
Calculation	Annual Amount	Phase 1	Phase 1
10% de minimis	\$274,179	\$143,656	\$109,217
<b>Total Request</b>	<b>\$274,179</b>	<b>\$143,656</b>	<b>\$109,217</b>

### Original Request - \$274,179

Revive Counseling is requesting a De Minimus indirect rate of 10% to support indirect costs for a total request of \$274,179 annually.

### Modified Request- \$252,873

The decrease in Indirect is due to the overall budget decrease.

**Phase 1:** We are requesting 10% of the total cost for Phase 1 for a total of \$143,656.

**Phase 2:** We are requesting 10% of the total cost for Phase 2 for a total of \$109,217.



**Flexible Surge Capacity Proposal Budget**

Provide a total project budget. Use the narrative section as needed.

Administration		<u>Narrative</u>
Admin		
Indirect Costs	\$ 274,179.00	
<b>Subtotal</b>	<b>\$ 274,179.00</b>	

Project Operations		<u>Narrative</u>
Salaries and Benefits	\$ 2,098,766.00	
Supplies	\$ 27,000.00	
Equipment	\$ 62,000.00	
Meals	\$ -	
Travel	\$ 93,600.00	
Insurance	\$ 5,300.00	
Direct Client Assistance (Essential Needs)	\$ 332,000.00	
Indirect Costs		
Other - Describe in Narrative	\$ 123,120.00	
<b>Subtotal</b>	<b>\$ 2,741,786.00</b>	

Facility Support		<u>Narrative</u>
Rent		
Maintenance		
Security		
Supplies		
Equipment		
Facility-specific insurance		
Indirect Costs		
Other - Describe in Narrative		
<b>Subtotal</b>	<b>\$ -</b>	
<b>Total</b>	<b>\$ 3,015,965.00</b>	

## Committee Agenda Sheet

### PIES Committee

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	Zack Zappone
<b>Contact Email</b>	zzappone@spokanecity.org
<b>Council Sponsor(s)</b>	CP Beggs, CM Zappone, and CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Regional Law Enforcement Training Center Resolution
<b>Summary (Background)</b>	<p>SPD's current Training Center serves as a primary training center not only for SPD but also for other regional and state law enforcement agencies that may not have the resources or capacity to conduct updated law enforcement trainings.</p> <p>Many aspects of the Training Center have not been updated for at least 15 years and are in dire need of replacement.</p> <p>This resolution seeks to formalize the City's commitment to collaborate with Representatives of the Washington State Legislature to pursue the funding necessary to update and expand Spokane's Regional Law Enforcement Training Center so that it would better serve SPD, other regional law enforcement agencies and the entire State of Washington.</p>
<b>Proposed Council Action &amp; Date:</b>	09/26/2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? The Training Center provides training in Active Bystandership for Law Enforcement, Implicit Bias, Procedural Justice, and other trainings meant to address bias toward historically excluded/marginalized 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? SPD could be asked to collect and analyze data from the trainings they provide.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? SPD could be asked to collect and analyze data regarding the effectiveness of their trainings.	

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

Aligns with Comprehensive Plan Chapters SH 6 Safety and SH 7 Criminal Justice.

**RESOLUTION NO. 2022-\_\_\_\_\_**

A Resolution committing the City of Spokane to work with the Washington State Legislature to pursue funding for a new Regional Law Enforcement Training Center.

**WHEREAS**, the Spokane Police Department's (SPD) current Training Center is the epicenter of training for SPD; and

**WHEREAS**, the Training Center hosts two Washington State Basic Law Enforcement Academy sessions for Spokane and other regional law enforcement agencies and two to three in-service trainings per year; and

**WHEREAS**, the Training Center currently serves as a primary training center for other regional and state law enforcement agencies that may not have the resources or capacity to conduct updated law enforcement trainings; and

**WHEREAS**, the Training Center continues to provide progressive training in Active Bystandership for Law Enforcement, Implicit Bias, Procedural Justice, and Reality Based Training; and

**WHEREAS**, SPD hosts outside groups, including Citizen Police Academies and youth/school field trips, at the Training Center in order to build relationships with the public; and

**WHEREAS**, many aspects of the Training Center have not been updated for at least 15 years and are in dire need of replacement; and

**WHEREAS**, the City of Spokane is best served by regional collaboration, especially regarding public safety.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Spokane commits to collaborate with local Representatives of the Washington State Legislature to pursue the funding necessary to update and expand Spokane's Regional Law Enforcement Training Center that would serve SPD, other regional law enforcement agencies and the entire State of Washington.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved as to form:

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Assistant City Attorney

# Committee Agenda Sheet

## PIES

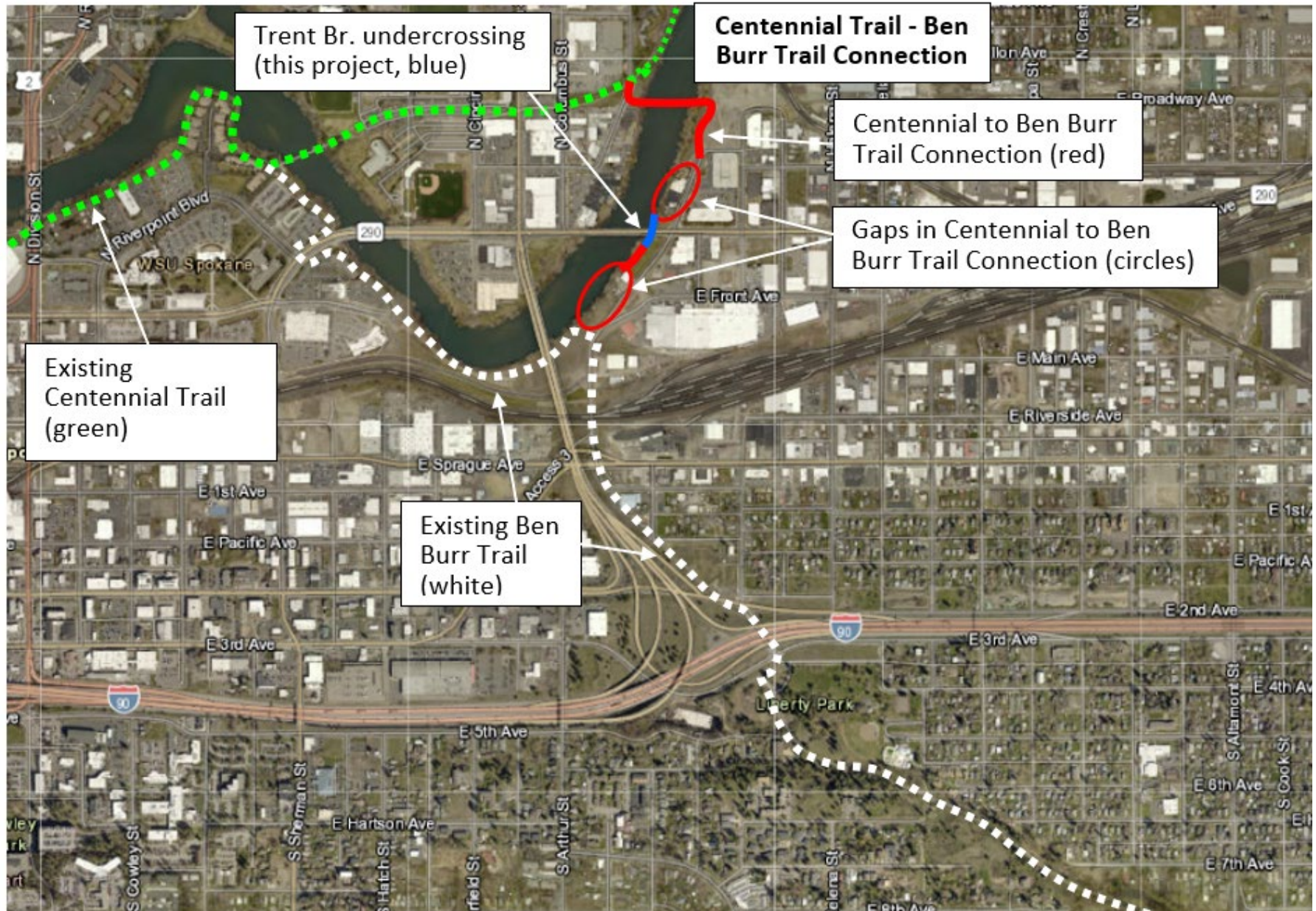
<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Civil engineering on-call contract amount increase
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• The city has various on-call contracts for specialized engineering consultants, including a civil engineering contract for general design assistance.</li> <li>• The on-call contract with Parametrix is for two years ending 7-31-23, with an option to extend to a third year.</li> <li>• The funds available within the original contract amount of \$600,000 will be depleted this fall since more work has been directed to Parametrix than originally anticipated.</li> <li>• Funds expended under this contract are reimbursed by various City public works projects.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Engineering Services requests adding \$600,000 to this contract.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes X No <input type="checkbox"/> N/A  Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
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 – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

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?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.





## Committee Agenda Sheet

### [PIES]

<b>Submitting Department</b>	Streets
<b>Contact Name &amp; Phone</b>	Clint Harris – 509-625-7744
<b>Contact Email</b>	ceharris@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Value Blanket for SA Premier Crack Sealant
<b>Summary (Background)</b>	<p><i>The Street Department is requesting to renew a Value Blanket contract for the purchase of SA Premier Crack Sealant from Specialty Asphalt at a cost not to exceed \$125k.</i></p> <ul style="list-style-type: none"> <li>Crack sealing work using SA Premier sealant extends the life of city roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity</li> <li>This blanket's pricing is based upon the pricing found on state contract #01211</li> <li>Funding for this will be through the Street Dept. Budget</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Consent approval for value blanket renewal, PIES 9/26/2022
<b>Fiscal Impact:</b> \$125,000.00 Total Cost: <u>\$125,000.00</u> Approved in current year budget?    X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time    X Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time    X Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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

## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Public Works & Utilities – Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Michael Cannon, Plant Manager 625-4642
<b>Contact Email</b>	<a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	RPWRF - Stormwater Wastewater Analysis
<b>Summary (Background)</b>	<p>The City of Spokane, through its Riverside Park Water Reclamation Facility is required to seek analytical services for the High-Resolution Gas Chromatographic/Mass Spectrometric (HRGC/HRMS) analysis of stormwater and wastewater samples. This testing includes monitoring of polychlorinated biphenyls (PCBs), brominated flame retardants, and dioxin. These samples are collected to comply with Department of Ecology required testing of toxic pollutants of concern to the Spokane area.</p> <p>ALS Environmental was selected from IRFP #4372-17 from four proposals. They are the most favorable to meet the needs of the City and they were ranked the highest with the lowest cost.</p> <p>This award is for a three year contract. The term of the agreement is to begin on October 17, 2022, and shall run through October 18, 2025, with two-one year renewal options. The total contract period is not to exceed five years.</p>
<b>Proposed Council Action &amp; Date:</b>	Council approval to award contract with ALS Environmental to provide specialized testing of wastewater and stormwater, at a yearly cost of \$73,840 plus applicable taxes. Council Consent Agenda 10/10/22
<b>Fiscal Impact:</b> Expense Total Cost: <u>\$221,520 (\$73,840/year for three years)</u>  Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	

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

**Operations Impacts**

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?

ALS Environmental has been selected through the City of Spokane's Purchasing Policy Procedures through IRFP# 4372-17.

## Committee Agenda Sheet

### PIES

<b>Submitting Department</b>	Legal
<b>Contact Name &amp; Phone</b>	Tim Szambelan 625-6218
<b>Contact Email</b>	tszambelan@spokanecity.org
<b>Council Sponsor(s)</b>	Council President Beggs & CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Intermountain Infrastructure Group Franchise Agreement
	<p>Intermountain Infrastructure Group (IIG) is a Delaware limited liability corporation and its corporate offices are located in Burlingame California. IIG is seeking a franchise agreement to operate /install fiber in City's right of way. The franchise agreement is for a ten (10) year term.</p> <p>Intermountain Infrastructure Group is registered with the Washington Utilities and Transportation Commission to operate as a telecommunications company. IIG provides public and private organizations with the services required to plan, implement and maintain telecommunications infrastructure. IIG has franchise agreements in Chelan and Douglas counties and are deploying a fiber optic systems.</p>
<b>Proposed Council Action &amp; Date:</b>	October 2022
<b>Fiscal Impact:</b> NA Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  There should not be any impacts on historical 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?

N/A

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

The franchise agreement places requirements on the installation of fiber and minimize and avoid any hazard, danger, and inconvenience to Municipal infrastructure needs, uses, public travel and the public convenience.

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?

Additional fiber infrastructure in the City provides better internet/telecommunication access for individuals and businesses in the City.

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.  
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-\_\_\_\_\_

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial

cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.



INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.

**Page 3 of 18**

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Intermountain Infrastructure Group LLC., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 533 Airport Blvd Suite 400. Burlingame, CA 94010. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Intermountain Infrastructure Group LLC.  
533 Airport Blvd. Ste. 400  
Burlingame, CA 94010  
legal@intermountainig.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Jeff Yount: (303) 810-4006; email: jeff.yount@intermountainig.com.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Attention: City Clerk's Office

With a copy to:  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber

optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

**Section 3. Limits on Permission**

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees facility is already occupied by City utilities the y grantee id required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6 . The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable

consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past—three five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation

in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements

and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

**Section 9. Limited Access, No Obstruction, Accommodation**

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the



foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand

any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

**Section 13. Insurance**

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

**Section 14. Taxes, fees**

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as

otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act

of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council \_\_\_\_\_, 2022.

\_\_\_\_\_  
M A Y O R

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.

**Page 17 of 18**

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Assistant City Attorney

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.

**Page 18 of 18**

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_, 2022.

I, \_\_\_\_\_, am the \_\_\_\_\_ of Intermountain Infrastructure Group LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Intermountain Infrastructure Group LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

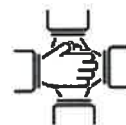
\_\_\_\_\_

Witness: \_\_\_\_\_



# About Us

IIG provides public and private organizations with the services required to plan, implement and maintain telecommunications infrastructure. Our team's depth of experience brings together technology, thought leadership and "hands-on" implementation skills to see our client's projects through from concept to successful completion.



*Our Leading Team*

## Experience

Our professionals bring decades of experience from the telecommunications infrastructure industry to each solution for both public and private organizations.

Expertise areas include:

- fiber optic route development
- network optimization
- construction management
- optical equipment planning and installation
- fiber optic assurance, test and turn-up
- long-term ongoing route maintenance

*Effectively Different*

## Thought Leadership

Our partnership approach brings real world information and practicality to the equation, capitalizing on the inherent knowledge base of the combined team responsible for actualizing a solution. We constantly evaluate the technologies and methods of the industry to bring the most practical solutions to our customers, diligently balancing the need for what is “new” with making an effective difference.



533 Airport Blvd., Suite 400  
Burlingame, CA 94010



970-444-9943



800-444-9943

Our partnership approach brings real world information and practicality to the equation, capitalizing on the inherent knowledge base of the combined team responsible for actualizing a solution. We constantly evaluate the technologies and methods of the industry to bring the most practical solutions to our customers, diligently balancing the need for what is “new” with making an effective difference.



*Team Work = Success*

## Implementation

We are only successful when our clients are successful. Working directly with both internal and external groups who can affect and influence the outcome of a project, our goal is to provide a direct “hands-on” approach enabling the holistic team to facilitate the most applicable, cost-effective solution from concept to completion. This approach ensures specific customization to the needs of our client.



533 Airport Blvd., Suite 400  
Burlingame, CA 94010



970-444-9943



800-444-9943

# Services

Our personnel are trained, equipped and supported to exceed industry standards and they share our “hands-on” approach to ensure client success.

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*Location is Key...*

## Route Development

Selection of the optimal public and private rights-of-way for the placement of new telecommunications infrastructure is the cornerstone of any successful project. With access to significant historical data pertaining to existing infrastructure, our team has the ability to appropriately plan for the avoidance of congested or over-utilized paths. This approach ensures permittable, budget-optimized projects that achieve client requirements for new location selection, low latency and diversity while balancing capex and opex.

*A Leading Team of Professionals...*

## **Network**

### **Optimization**

Whether working with new or existing routes, connecting locations with bandwidth and/or optimizing dark fiber, connectivity to major internet and content peering sites or customers is of critical importance. Our approach allows clients to utilize a combination of multi-vendor acquisition and new construction to accomplish the most efficient, diverse and lowest latency paths. Leveraging our depth of contractor and

*No Project Too Big...*

## **Construction**

### **Management**

IIG has the unique ability to deliver a wide range of network construction projects. With our institutional knowledge and safety expertise, our team members have facilitated the construction of thousands of miles of new network. Working through the exacting specifications of municipalities and railroads, in addition to managing challenging topography and the extremes of inclement weather, the projects have proceeded to successful conclusions. As a true turnkey

## CITY OF SPOKANE FRANCHISE APPLICATION

October 26, 2021

Intermountain Infrastructure Group, LLC  
533 Airport Blvd.  
Suite 400  
Burlingame, CA 04010-2013

Intermountain Infrastructure Group is a telecommunications company based out of Burlingame California that is requesting negotiations with the City of Spokane to obtain a franchise agreement. The franchise agreement will grant Intermountain Infrastructure Group access to the City of Spokane's public right of way. The City and Intermountain Infrastructure Group will engage in good faith negotiations that are beneficial to both parties.

The City is prohibited from assessing a franchise fee under RCW 35.21.860 but can assess fee administrative fee and costs related to the franchise agreement under RCW 35.21.860. The City of Spokane will incur costs in the franchise process in the amount of \$3,000.00 that covers the administrative costs for the franchise agreement process. Under the City of Spokane Charter (Section 100) the franchise agreement shall be published four consecutive weeks and the applicant is responsible for the costs of publication.

Intermountain Infrastructure Group hereby agrees to the above conditions and obligations in applying for a franchise with the City of Spokane.

Franchise Application Agreement  
Intermountain Infrastructure Group

By 

Jeff Yount - President & CEO

Intermountain Infrastructure Group Authorized Representative

## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name &amp; Phone</b>	Mark Papich, 625-6310
<b>Contact Email</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	Ecology Stormwater Grants Applications
<b>Summary (Background)</b>	<p>Washington State Department of Ecology Stormwater Financial Assistant Program (SFAP) grants fund capital improvements and are awarded based on the highest water quality benefit provided by the project. Each jurisdiction can be awarded up to \$5 million. Funding requires a 25% match. The funding offer is open every fall. Integrated Capital Management (ICM) has identified four projects from the <i>2022 through 2027 Six-year Citywide Capital Improvement Program - Stormwater Program</i> that meets the funding timeline and will be both eligible and competitive for the grant.</p> <p>Below are the projects for this year's Ecology application.</p> <ul style="list-style-type: none"> <li>Francis and Assembly Stormwater-Design funds to design stormwater treatment facility at Francis and Assembly. Design Funds Requested = \$350,000.</li> <li>Five Mile Regional Infiltration Facility (FMRIF) Treatment Soil-Construction funds to install treatment soil at FMRIF. Construction funds requested = \$750,000.</li> <li>WSDOT I-90 Storm-Construction funds to construct stormwater treatment facility at 3<sup>rd</sup> and Ray Street. Construction funds requested = \$4,500,000.</li> <li>Garden Spring Creek Culvert Study-Planning funds to study solutions to reduce maintenance on the culver under I-90. Planning funds requested=\$500,000.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approval to apply for the stormwater grants.
<b>Fiscal Impact:</b> = TBD (\$6,100,000 budgeted in 6-Year Program) Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Utility Rates-IC  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is</p>	

both financially and environmentally responsible. This item supports the operations of Public Works.

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 – This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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 project is identified in the 6-Year Capital Improvement Program as well as the annual budget.



## Committee Agenda Sheet

### PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Hiring a Consultant for Project Design
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>The city has received grant funding for three large grind and overlay projects. Because of scheduling and workload constraints, Engineering Services desires to contract the design of those projects to a consultant for two or three of those projects.</li> <li>A request for qualification (RFQ) process per WSDOT regulations is underway and the consultant will be selected based on qualifications per state law.</li> <li>Once reviewed and negotiated, that scope of work, budget and agreement between the city and consultant will be brought to council for approval in mid October.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following consultant selection, the consultant contract will be brought to city council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A  Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
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 – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
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?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	Office of Neighborhood Services
<b>Contact Name &amp; Phone</b>	Annie Deasy, 625-6343
<b>Contact Email</b>	<a href="mailto:adeasy@spokanecity.org">adeasy@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Zack Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Residential Street Mural and Community Crosswalk Programs
<b>Summary (Background)</b>	Spokane Arts will manage the Residential Street Mural and Community Crosswalks programs for the duration of the three-year pilot. Both programs will be administered by Spokane Arts, in cooperation with the Streets Department and Office of Neighborhood Services.
<b>Proposed Council Action &amp; Date:</b>	Approve on September 12, 2022
<b>Fiscal Impact:</b> Total Cost: <u>\$972,750</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Traffic Calming Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) NA	
<b>Operations Impacts</b> What impacts would the proposal have on historically excluded communities?  The street murals and community crosswalks pilot programs will prioritize neighborhoods that have not historically had community art. In addition the program will be available for every neighborhood and improve livability, safety, and sense of community pride in 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? While no data collection is currently planned, the Social Equity Mapping Tool utilized by SRTC may be used.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  Mobile speed radar units and community survey.	

<p>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?</p>

This aligns with neighborhood programming, and neighborhood plans.



**City of Spokane**

**PERSONAL SERVICES AGREEMENT**

Title: **RESIDENTIAL STREET AND  
SIDEWALK ART PILOT PROGRAM**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE ARTS**, whose Spokane address is 801 West Riverside Avenue, Suite 100, Spokane, Washington 99201 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall manage the Residential Street Mural and Community Crosswalks programs in accordance with Company's Scope of Work, which is attached as Exhibit B. In the event of a conflict between the Scope of Work and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on September 1, 2022, and shall run through December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

**3. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Contract shall not exceed **NINE HUNDRED SEVENTY TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$972,750.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. No more than ten percent (10%) of the compensation amount may be paid upon execution of the contract to provide the Company with funds to cover startup costs. Ten percent may be paid in advance of the beginning of the work. Approximately \$672,750.00 will be attributed to the Residential Street Mural Program and \$300,000 shall be attributed to the Community Crosswalk Program. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Neighborhood Services, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **7. INDEMNIFICATION.**

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **8. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

## **9. DEBARMENT AND SUSPENSION.**

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

## **10. AUDIT.**

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

## **11. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

## **12. TERMINATION.**

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

**13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**15. ANTI KICK-BACK.**

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

**16. MISCELLANEOUS PROVISIONS.**

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be



affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**SPOKANE ARTS**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certificate Regarding Debarment

Exhibit B – Statement of Work

22-155-

## EXHIBIT A

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

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

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

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

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

## **EXHIBIT B**

### **Scope of Work**

Spokane Arts will manage the Residential Street Mural and Community Crosswalks programs for the duration of the three-year pilot. Both programs will be administered by Spokane Arts, in cooperation with the Streets Department and Office of Neighborhood Services.

Spokane Arts will:

- Create an application process or portal where neighborhoods can request a Residential Street Mural and/or Community Crosswalk, and submit proposed locations for consideration
- Work with the Streets department to evaluate feasibility of proposed Street Mural and/or Community Crosswalk locations
- Respond to neighborhood requests by connecting them with qualified street mural artists, so that the neighborhood has agency in choosing which artist to work with.
- Facilitate an iterative design process between the neighborhood's preferred artist and neighborhood representatives, including the artist presenting 1-3 design concepts to the neighborhood council for consideration.
- Facilitate review of each proposed Street Mural or Community Crosswalk design by the Spokane Arts Commission, per SMC.
- Ensure selected and approved designs do not contain advertising, commercial logos, words, or shapes that mimic any existing traffic control devices
- Submit relevant permit applications to the City of Spokane, such as obtaining special occasion permit and obstruction permit for each installation
- Prior to each installation, provide notification of the obstruction or street closure to all commercial and residential tenants and property owners within a 300-foot radius of the proposed location. Work with adjacent residents, businesses, etc. to make a clear pedestrian/ADA-accessible path during the entirety of the street art installation. Request signage for vehicle detour as necessary.
- Manage installation at each site, including coordinating the scheduling, the artist(s), procuring and delivering materials, ensuring appropriate signage is posted during installation, overseeing on-site safety, and post-installation site cleanup.
- Manage contracting and payment with each artist selected to install a Street Mural or Community Crosswalk
- Work with Office of Neighborhood Services and Street Department to develop evaluation framework of the three-year pilot program

City of Spokane responsibilities:

- Office of Neighborhood Services will work with Spokane Arts to promote the open application/request period for Street Murals and Community Crosswalks to all neighborhoods
- Office of Neighborhood Services will direct community members with detailed questions about the program to Spokane Arts' designated staff representative for this pilot program.
- Office of Neighborhood Services will review special event permits and notify Spokane Arts if/when installation is approved. This will include determining if the proposed site/sites are scheduled to undergo any road work, maintenance, construction, access to

underground utilities, etc. that would impact the feasibility or long-term benefit of installing a Street Mural or Community Crosswalk at that location.

- Office of Neighborhood Services will be the designated city department for this contract, and will review invoices submitted by Spokane Arts under the terms of this agreement.
- Streets Department will work with Spokane Arts to determine approved materials for the pilot program such as allowed paint types, anti-skid additives, and/or thermoplastic materials.
- **Streets Department and/or Spokane Arts** will inspect each Street Mural and/or Crosswalk upon completion to ensure the work has been completed satisfactorily and within the program guidelines.

## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Planning Services, Community and Economic Development
<b>Contact Name &amp; Phone</b>	Amanda Beck, 625-6414
<b>Contact Email</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Bingle, Council Member Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion            Time Requested:
<b>Agenda Item Name</b>	2023 Downtown Business Improvement District Special Assessment
<b>Summary (Background)</b>	<p>The Downtown Spokane business improvement district (Downtown BID) was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from business and property owners within the district to provide funding for programs and services.</p> <p>Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> <li>City Council sets an assessment roll hearing date by resolution;</li> <li>City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31C SMC;</li> <li>City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing;</li> <li>The City Council approves an assessment roll at the hearing;</li> <li>City staff carry out billing and collection of annual assessment payments.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approve proposed resolution, set date for ordinance public hearing
<b>Fiscal Impact:</b> Total Cost: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: N/A  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: N/A	

## Operations Impacts

What impacts would the proposal have on historically excluded communities?

In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well represented and guide decision making for the BID. This includes utilizing the Security Ambassadors to complete additional vehicle and e-bike patrols to monitor for possible mobility issues so that business owners, employees, and visitors are better able to access downtown.

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?

DSP, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. As featured in the 2022 Management Plan, the DSP Board of Directors and Ratepayer Board have outlined several diversity, equity, and inclusion steps to be taken, including establishing a minority and women-owned business council and to offer grants to foster new diverse business owners within downtown. Feedback from ratepayers to the Downtown BID Ratepayer Board is one avenue through which both the City and DSP knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Hosted events, grants to new businesses, and response calls from Clean & Green and the Security Ambassadors teams, which are detailed in the BID management plan, provide data for effectiveness of the Downtown BID. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient and appropriately servicing ratepayers.

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?

Programs administered by the DSP support several strategies in the recently updated [Spokane Downtown Plan](#), such as energize streets and alleys that are activated for pedestrians (Friday alley pop-ups, Live by Five) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2023, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial regional hub.

## **RESOLUTION NO. 2022-\_\_**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2023 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C32923, as codified and amended in Chapter 04.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C32923, as codified and amended in Chapter 04.31 SMC, will be on file in the Office of the City Clerk on November 4, 2022, and are open for public inspection.
2. The City Council has fixed December 5, 2022 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C32923, as codified and amended in Chapter 04.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_ day of September, 2022.

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

Approved as to form:

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



## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Planning Services, Community and Economic Development
<b>Contact Name &amp; Phone</b>	Amanda Beck, 625-6414
<b>Contact Email</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Bingle, Council Member Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested:
<b>Agenda Item Name</b>	2023 East Sprague Business Improvement District Special Assessment
<b>Summary (Background)</b>	<p>The East Sprague business improvement district (ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety and security. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual special assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 04.31C SMC.</p> <p>Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> <li>City Council sets an assessment roll hearing date by resolution;</li> <li>City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31C SMC;</li> <li>City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing;</li> <li>The City Council approves an assessment roll at the hearing;</li> <li>City staff carry out billing and collection of annual assessment payments.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approve proposed resolution, set date for ordinance public hearing
<b>Fiscal Impact:</b> Total Cost: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: N/A  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: N/A	

## Operations Impacts

What impacts would the proposal have on historically excluded communities?

In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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?

ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient.

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 creation and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2023, thereby ensuring the ESBID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2.

## **RESOLUTION NO. 2022-\_\_**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2023 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C35377, as codified and amended in Chapter 04.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C35377, as codified and amended in Chapter 04.31C SMC, will be on file in the Office of the City Clerk on November 4, 2022, and are open for public inspection.
2. The City Council has fixed December 5, 2022 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C35377, as codified and amended in Chapter 04.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_ day of September, 2022.

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

Approved as to form:

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

## Committee Agenda Sheet

### PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	CSO 24, 26, & Springfield LS Controls (SCADA)
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• The purpose of this project is to install remote controls/monitoring at CSO 24 (1st &amp; Adams), CSO 26 (across from downtown library) and Springfield lift station (two blocks NE of Trent &amp; Hamilton) as part of the sewer department's SCADA (remote control &amp; monitoring) master plan.</li> <li>• This project is locally funded and included in the 6 year plan.</li> <li>• Construction is anticipated to begin this fall or next spring, depending on equipment ordering lead times.</li> <li>• Minimal traffic disruption will occur as a result of this project.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following consultant selection, the consultant contract will be brought to city council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) sewer rates  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
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 – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
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?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Legal
<b>Subject:</b>	Tofsrud – Wrongful Termination
<b>Date:</b>	September 14, 2022
<b>Author (email &amp; phone):</b>	Lynden Smithson, <a href="mailto:lsmithson@spokanecity.org">lsmithson@spokanecity.org</a> , ext. 6283
<b>City Council Sponsor:</b>	Council Member Lori Kinnear, <a href="mailto:lkinnear@spokanecity.org">lkinnear@spokanecity.org</a> , 6261
<b>Executive Sponsor:</b>	Michael Ormsby
<b>Committee(s) Impacted:</b>	PIES Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	On-going operations
<b>Strategic Initiative:</b>	On-going operations
<b>Deadline:</b>	September 26, 2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Pay for legal fees to defend the City and Spokane Police Department in a tort action.
<b><u>Executive Summary:</u></b> Additional \$50,000.00 for legal fees needed to continue to defend this lawsuit.	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Risk Management. Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**CITY OF SPOKANE**

**CONTRACT AMENDMENT**

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of lawsuit of Lonnie Tofsrud v. City of Spokane, Spokane County Superior Court Cause No. 22-2-000714-32; and

WHEREAS, additional funds are necessary to defend this case, 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 April 20, 2022 and April 21, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on September 1, 2022.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND HUNDRED 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)**. 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.



**PACIFICA LAW GROUP**

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

M22-238

## Committee Agenda Sheet

### [PIES]

<b>Submitting Department</b>	Streets
<b>Contact Name &amp; Phone</b>	Clint Harris – 509-625-7744
<b>Contact Email</b>	ceharris@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	Consent <input checked="" type="checkbox"/> Discussion      Time Requested: _____
<b>Agenda Item Name</b>	Cedar Road Speed Reduction
<b>Summary (Background)</b>	<p>A proposed resolution reducing the speed limit on Cedar Road, from 45 mile per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.</p> <ul style="list-style-type: none"> <li><i>The adjacent land use has changed from vacant farm land to residential single family</i></li> <li><i>the new land use at this location becomes predominately residential and more consistent with this reduced speed limit</i></li> <li><i>Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation</i></li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approval of Ordinance, PIES 9/26/22
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?    Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	Emergency tipping floor repairs at the WTE
<b>Summary (Background)</b>	<p>On August 24, 2022, we discovered substantial damage to the structural components of the tipping floor in bay 6, resulting in a visible failure, rendering the bay inaccessible. This section of floor is also the roof of our warehouse. The damage to the floor is visible in the warehouse with an 8" depression in the ceiling and has rendered bay 6 and the warehouse inaccessible. Bay 6, frequently accessed by refuse cranes, large wheel loaders, staff on foot and customers, is no longer safe and poses potential for further catastrophic damage to the structure, equipment, and loss of life. This creates a life safety issue with imminent failure and needs to be addressed immediately. The inability to use bay 6 has a direct impact on the safety of our citizens, staff, contractors, and our ability to support the public's special handling needs.</p> <p>The WTE Team with WTE's Mechanical Engineer, Foster Newberg as the lead, worked with a local contractor to develop an expedited repair plan, duration for the repair, and cost estimates. The Engineering estimate is \$660,000.00. We are asking for \$660,000.00 plus a 15% contingency and taxes (\$827,310.00 total). The anticipated project duration is 6-8 weeks working round the clock but not on weekends.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent on 9/26/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$827,310.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Solid Waste Fund Reserves  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	

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

**Operations Impacts**

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?

As an emergency repair this expenditure is outside the Capital Improvement Plan but does support the efforts of the Comprehensive and Sustainable Action Plan, providing a continued outlet to our citizens and the community for disposal of MSW. This repair will allow the COS WTE to continue to provide assured destruction of materials as requested by numerous local, state, and federal agencies.

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	Contract for air quality emission testing at the WTE.
<b>Summary (Background)</b>	<p>Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE.</p> <p>On July 29, 2022, bidding closed on IRFP #5616-22 for these testing services. Two responses were received; DEECO, Inc. (Raleigh, NC) and Alliance Tech Group (Salt Lake City, UT). DEECO, Inc. was determined to be the most qualified and most cost effective respondent. The contract award would be for one year with the option of four (4) one-year renewals and will span from January 1, 2023 through December 31, 2023 with a total cost not to exceed \$135,278.00.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with contract award on 9/26/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$135,278.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
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?

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?

As part of its efforts to support current City Policies, the Comprehensive Plan and the Sustainable Action Plan the COS WTE conducts Annual Emissions Testing by a 3<sup>rd</sup> and independent party. This testing provides our City Leadership and the Citizens with the most up to date and accurate data supporting compliance with all Local, State and Federal Operating Guidelines and Regulations.

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Value blanket renewal for the purchase of boiler tubes at the WTE.
<b>Summary (Background)</b>	<p>Prefabricated boiler tubes are a necessary item to have available on-site at the Waste to Energy Facility so that worn tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages.</p> <p>On July 30, 2020 bidding closed on ITB 5313-20 for an annual supply of these boiler tubes, including the fabrication of u-bends, as-needed for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses were received from The Babcock &amp; Wilcox Company, Boiler Tube Company of America and Technology International, Inc.</p> <p>The initial value blanket with Helfrich Brothers was from Nov. 1, 2020 through Oct. 31, 2021 with a cost not to exceed \$650,000.00, including taxes and had the option of four (4) additional one-year renewals. This will be the second of those renewals from Nov. 1, 2022 through Oct. 31, 2023 for an additional cost not to exceed \$1.9 million including taxes. The additional cost is due to price increases as well as the needed purchase of extra tubing required for a changeout of the boiler superheater pendants that is in the 2023 capital plan.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed on 9/26/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$1,900,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022/2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	



**Operations Impacts**

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?

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 contract extension supports the COS WTE's ability to maintain and operate the facility in the most effective, efficient, and compliant manner. This contract supports efforts outline in the COS WTE Capital Improvement Plan, the Comprehensive Plan and the Sustainable Action Plan.

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	Contract renewal for mechanical repairs at the WTE.
<b>Summary (Background)</b>	<p>The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. Contractors must be qualified to perform grate module inspections, replacements and repairs on Von Roll Type R-10046 grates and a Combustion Engineering Continuous Ash Discharge Spreader Stoker in accordance with manufacturers' specifications.</p> <p>On Sept. 20, 2021, bidding closed on PW ITB #5506-21 for these specialized services. Knight Const. &amp; Supply, Inc., of Deer Park, WA, was the only bid received and was determined to be responsive and responsible. The resulting contract was for one year, from Nov. 1, 2021 through Oct. 31, 2022, with the possibility of four (4) one-year renewals and an annual cost not to exceed \$2,200,000.00 including tax. This will be the first of the four (4) possible renewals and will span from Nov. 1, 2022 through Oct. 31, 2023 and have an anticipated cost not to exceed \$2,200,000.00 including taxes.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed on 9/26/22
<b>Fiscal Impact:</b> Total Cost: <u>\$2,200,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	

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?

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 contract extension supports the COS WTE's ability to maintain and operate the facility in the most effective, efficient, and compliant manner. This contract supports efforts outline in the COS WTE Capital Improvement Plan, the Comprehensive Plan and the Sustainable Action Plan.

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion             Time Requested: _____
<b>Agenda Item Name</b>	Contract renewal for on-site valve repair services at the WTE.
<b>Summary (Background)</b>	<p>The Waste to Energy Facility has many types of valves which are critical to the operation of the plant. On-site maintenance is required for safe and efficient operation. Any number of valve failures could result in a plant shutdown.</p> <p>On September 30, 2019 bidding closed to PW ITB 5133-19 for these valve repair services and Bay Valve Service, LLC of Longview, WA was the only response received. The initial contract was from Jan. 1, 2020 through Dec. 31, 2020 with the option of four (4) additional one-year renewals and an annual cost not to exceed \$300,000.00 including taxes. This will be the third renewal spanning from January 1, 2023 through December 31, 2023 with an additional cost not to exceed \$325,000.00 including tax.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed on 9/26/22
<b>Fiscal Impact:</b> Total Cost: <u>\$325,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

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?

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 contract extension supports the COS WTE's ability to maintain and operate the facility in the most effective, efficient, and compliant manner. This contract supports efforts outline in the COS WTE Capital Improvement Plan, the Comprehensive Plan and the Sustainable Action Plan.

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	
<b>Contact Name &amp; Phone</b>	
<b>Contact Email</b>	
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<div style="display: flex; justify-content: space-around; align-items: center;"> <span>Consent</span> <span>Discussion</span> <span>Time Requested: _____</span> </div>
<b>Agenda Item Name</b>	
<b>Summary (Background)</b>	
<b>Proposed Council Action &amp; Date:</b>	
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      Yes      No      N/A  <div style="display: flex; justify-content: space-between;"> <span>Funding Source</span> <span>One-time</span> <span>Recurring</span> </div> Specify funding source:  <div style="display: flex; justify-content: space-between;"> <span>Expense Occurrence</span> <span>One-time</span> <span>Recurring</span> </div> Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

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?

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