

Public Infrastructure, Environment & Sustainability Committee
Agenda for 1:15 p.m. Monday, June 26, 2023

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on June 26, 2023**, 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 my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2494 644 6109; 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 4th 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 ATTACHED

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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1 - Call to Order

2 - Approval of Minutes

Approval of May 22 2023, meeting minutes

| For Decision

Attachments

[pies-minutes-2023-05-22.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
May 22, 2023

Call to Order: 1:17 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/829203579>

Attendance

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair), CP Beggs (arrived at 1:20 p.m.), CM Stratton, CM Cathcart, CM Wilkerson, and CM Zappone.

Committee Members Absent: none

Staff/Others Present:

Marlene Feist, Katherine Miller, Clint Harris, Spencer Gardner, Amanda Beck, Eldon Brown, Inga Note, Loren Searl, Kim McCollim, Raylene Gennett, Kevin Picanco, Marcia Davis, Tirrell Black, Teri Stripes, Abbey Martin, Chris Wright, Giacobbe Byrd, Shae Blackwell, Candi Davis, Nicolette Ocheltree, and Ginny Ramos.

Approval of Minutes

➤ Action taken

CM Cathcart moved to approve the minutes of the April 24, 2023 meeting; the motion was seconded by CM Zappone. The minutes were approved unanimously.

Agenda Items

Discussion items

1. Vacation of the Alley between 4th & 5th – Eldon Brown
 - Action taken
CM Kinnear and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
2. GFC Monthly Update – Marlene Feist
 - Action taken
Presentation and discussion only, no action was taken.
3. Plan Commission Work Program Resolution – Spencer Gardner
 - Action taken
CP Beggs and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
4. MFTE Conditional Agreements Amendment – Amanda Beck

- Action taken
Various Council Members agreed to sponsor these items to move forward for Council consideration.
- 5. Federal Safe Streets for All Grant – Inga Note
 - Action taken
CP Beggs and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
- 6. Monsanto Settlement Update – Marcia Davis
 - Action taken
Presentation and discussion only, no action was taken.
- 7. Unpaved Streets Program Update – Kevin Picanco
 - Action taken
Presentation and discussion only, no action was taken.
- 8. Water Department Housekeeping Ordinance – Loren Searl
 - Action taken
CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
- 9. Fluoridation Study & Resolution
 - Presentation and discussion only, no action was taken.

Consent items

1. Contract Amendment for Link Utilities Strategy
2. Streets On-Call Guardrail Repair
3. Streets Automated Pavement Assessment
4. Street Maintenance ADA Curb Ramps
5. Maple St. Bridge Grind and Overlay
6. Strong Road Maintenance
7. High Voltage Electrical Maintenance and Support
8. Purchase of Feeder and Grate Parts
9. Intermodal Facility Janitorial Services Contract
10. Johnson Controls - TSW, Remote Support and Monitor
11. Renewal of HVAC Monitoring, Service and Repair Contract
12. Amendment to janitorial service contract for SFD
13. Annual Asphalt Maintenance & Repair Contract
14. HVAC replacement at 1610 N. Rebecca

Executive session

None.

Adjournment

The meeting adjourned at 2:14 p.m.

Prepared by:

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

Approved by:

CM Lori Kinnear
PIES Committee Chair

3 - Discussion Items

3.1 - Police Guild CBA

Piccolo, Mike

Council Sponsors: Council President Beggs and Council Member Cathcart

The City and the Police Guild entered into a one-year collective bargaining agreement for 2023 after the prior CBA term was completed. The parties have negotiated a four-year agreement for 2023 through 2026. The finance provisions of the CBA include increases in wages in the amounts of 5% for 2023, 7% for 2024, 7% for 2025 and between 3.5% and 7% based on CPI for 2026. Other financial elements of the CBA include increase in wages for additional education and special events and bar patrol. The CBA also includes amendments to provisions relating to the Office of Police Ombudsman among other provisions.

Attachments

[Briefing Paper for Police Guild CBA.docx](#)

[Police Guild Negotiations Model 2023-2026 \(2023.06.12\).pdf](#)

[2023.06.22 Draft TA Track Changes Spokane Police Guild 4891-6431-9340 1\(PDF\).pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Legal Department
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org/625-6237
Council Sponsor(s)	Council President Beggs and Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Agreement between City of Spokane and Spokane Police Guild (2023-2026)
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City and the Police Guild entered into a one-year collective bargaining agreement for 2023 after the prior CBA term was completed. The parties have negotiated a four-year agreement for 2023 through 2026. The finance provisions of the CBA include increases in wages in the amounts of 5% for 2023, 7% for 2024, 7% for 2025 and between 3.5% and 7% based on CPI for 2026. Other financial elements of the CBA include increase in wages for additional education and special events and bar patrol. The CBA also includes amendments to provisions relating to the Office of Police Ombudsman among other provisions.
Proposed Council Action	Approve at the June 29, 2023 special council meeting.
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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

City Updated Proposal - Summary Page

6/21/2023

		Date of Wage Increase					Total
		1/1/2023	1/1/2024	1/1/2025	1/1/2026		
City Updated Proposal (Low-end of Ranges)	Base Wages	Base Wages	\$ 37,173,621	\$ 37,173,621	\$ 37,173,621	\$ 37,173,621	\$ 148,694,483
		Percentage Increase	5.00%	7.00%	7.00%	3.50%	22.50%
		Total Compounding Impact	5.00%	12.35%	20.21%	24.42%	24.42%
		Increase to Base Wages	\$ 1,858,681	\$ 4,590,942	\$ 7,514,462	\$ 9,078,544	\$ 23,042,629
		Base Wages After Increase	\$ 39,032,302	\$ 41,764,563	\$ 44,688,082	\$ 46,252,165	\$ 171,737,112
	Additional Wages	Historical Additional Wages Percentage	17.90%	17.90%	17.90%	17.90%	
		Additional Wages (function of base pay)	\$ 6,654,078	\$ 6,654,078	\$ 6,654,078	\$ 6,654,078	\$ 26,616,312
		Increase to Additional Wages	\$ 332,704	\$ 821,779	\$ 1,345,089	\$ 1,625,059	\$ 4,124,631
		Additional Wages After Increase	\$ 6,986,782	\$ 7,475,857	\$ 7,999,167	\$ 8,279,138	\$ 30,740,943
	Benefits	Benefits (function of base pay)	\$ 4,942,837	\$ 4,942,837	\$ 4,942,837	\$ 4,942,837	\$ 19,771,349
		Increase to Benefits	\$ 247,142	\$ 610,440	\$ 999,170	\$ 1,207,140	\$ 3,063,892
		Total Benefits After Increase	\$ 5,189,979	\$ 5,553,278	\$ 5,942,007	\$ 6,149,977	\$ 22,835,242
	Associates' Ed. Premium	Current Education Premium (1%)	\$ 81,900	\$ 87,633	\$ 93,767	\$ 97,049	\$ 360,349
		Proposed Premium	1.50%	2.00%	2.50%	2.50%	
		New Estimated Cost	\$ 122,850	\$ 175,266	\$ 234,418	\$ 242,623	\$ 775,157
		Total Increase	\$ 40,950	\$ 87,633	\$ 140,651	\$ 145,574	\$ 414,808
	Bachelor's Ed. Premium	Current Education Premium (2%)	\$ 420,000	\$ 449,400	\$ 480,858	\$ 497,688	\$ 1,847,946
		Proposed Premium	3.50%	4.00%	4.50%	4.50%	
		New Estimated Cost	\$ 735,000	\$ 898,800	\$ 1,081,931	\$ 1,119,798	\$ 3,835,529
		Total Increase	\$ 315,000	\$ 449,400	\$ 601,073	\$ 622,110	\$ 1,987,583
	Total Education Pay Increase	\$ 355,950	\$ 537,033	\$ 741,723	\$ 767,684	\$ 2,402,390	
Events OT	Double-time for 9 Annual Events	\$ 182,700	\$ 195,489	\$ 209,173	\$ 216,494	\$ 803,857	
Draft OT	Drafted Overtime at 2.0x instead of 1.5x	\$ 105,000	\$ 112,350	\$ 120,215	\$ 124,422	\$ 461,987	
Total Increase		\$ 3,082,177	\$ 6,868,033	\$ 10,929,831	\$ 13,019,344	\$ 33,899,385	
City Updated Proposal (High-end of Ranges)	Base Wages	Base Wages	\$ 37,173,621	\$ 37,173,621	\$ 37,173,621	\$ 37,173,621	\$ 148,694,483
		Percentage Increase	5.00%	7.00%	7.00%	7.00%	26.00%
		Total Compounding Impact	5.00%	12.35%	20.21%	28.63%	28.63%
		Increase to Base Wages	\$ 1,858,681	\$ 4,590,942	\$ 7,514,462	\$ 10,642,627	\$ 24,606,712
		Base Wages After Increase	\$ 39,032,302	\$ 41,764,563	\$ 44,688,082	\$ 47,816,248	\$ 173,301,195
	Additional Wages	Historical Additional Wages Percentage	17.90%	17.90%	17.90%	17.90%	
		Additional Wages (function of base pay)	\$ 6,654,078	\$ 6,654,078	\$ 6,654,078	\$ 6,654,078	\$ 26,616,312
		Increase to Additional Wages	\$ 332,704	\$ 821,779	\$ 1,345,089	\$ 1,905,030	\$ 4,404,601
		Additional Wages After Increase	\$ 6,986,782	\$ 7,475,857	\$ 7,999,167	\$ 8,559,108	\$ 31,020,914
	Benefits	Benefits (function of base pay)	\$ 4,942,837	\$ 4,942,837	\$ 4,942,837	\$ 4,942,837	\$ 19,771,349
		Increase to Benefits	\$ 247,142	\$ 610,440	\$ 999,170	\$ 1,415,110	\$ 3,271,863
		Total Benefits After Increase	\$ 5,189,979	\$ 5,553,278	\$ 5,942,007	\$ 6,357,948	\$ 23,043,212
	Associates' Ed. Premium	Current Education Premium (1%)	\$ 81,900	\$ 87,633	\$ 93,767	\$ 100,331	\$ 363,631
		Proposed Premium	1.50%	2.00%	2.50%	2.50%	
		New Estimated Cost	\$ 122,850	\$ 175,266	\$ 234,418	\$ 250,828	\$ 783,362
		Total Increase	\$ 40,950	\$ 87,633	\$ 140,651	\$ 150,497	\$ 419,730
	Bachelor's Ed. Premium	Current Education Premium (2%)	\$ 420,000	\$ 449,400	\$ 480,858	\$ 514,518	\$ 1,864,776
		Proposed Premium	3.50%	4.00%	4.50%	4.50%	
		New Estimated Cost	\$ 735,000	\$ 898,800	\$ 1,081,931	\$ 1,157,666	\$ 3,873,396
		Total Increase	\$ 315,000	\$ 449,400	\$ 601,073	\$ 643,148	\$ 2,008,620
	Total Education Pay Increase	\$ 355,950	\$ 537,033	\$ 741,723	\$ 793,644	\$ 2,428,351	
Events OT	Double-time for 9 Annual Events	\$ 182,700	\$ 195,489	\$ 209,173	\$ 223,815	\$ 811,178	
Draft OT	Drafted Overtime at 2.0x instead of 1.5x	\$ 105,000	\$ 112,350	\$ 120,215	\$ 128,630	\$ 466,194	
Total Increase		\$ 3,082,177	\$ 6,868,033	\$ 10,929,831	\$ 15,108,857	\$ 35,988,898	

DRAFT TA 6.15.23

AGREEMENT

between

CITY OF SPOKANE

and

SPOKANE POLICE GUILD

(~~2017-2021~~2023-2026)

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PREAMBLE

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

EMBODIMENT

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

LABOR MANAGEMENT MEETINGS

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

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be in effect as of the first day of January ~~2017-2023~~ and shall remain in full force and effect through the thirty-first day of December ~~2024~~2026.

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

ARTICLE 3 - EMPLOYER RESPONSIBILITIES

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

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

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.

4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.

5. To take whatever actions may be necessary to carry out police functions in emergency situations.

6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.

7. To maintain efficiency of government operations entrusted to management.

8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.

9. To lay off employees in accordance with current Civil Service Rules.

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

ARTICLE 4 – CHECKOFF

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

ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE

Section A - Grievance Procedure Steps

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.

2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this

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

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

Step 1

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

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

Step 2

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

Step 3

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

Step 4

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period,

the grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within the allotted time period, the date the response was due.

Step 5

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

Section B - Arbitration

[For all grievances not subject to RCW 41.58.070](#), the parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties. For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070.

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

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initiation of the grievance procedure.

5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

Section C - Time Limits

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

ARTICLE 6 - CITY SECURITY

Section A

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

Section B

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

Section C

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

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage

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

Section E

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

Section F

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

ARTICLE 7 – HOLIDAYS

Section A

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

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Day
8. ~~Forty hours of Six~~ Floating Holidays accrued at ten (10) hours per holiday

9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

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

~~Current employees will be credited with all floating holidays on January 1 of the respective calendar year. The accrual schedule for all new hires shall be fifteen hours at the beginning of each quarter of the year (January 1, March 1, July 1, and October 1). Such new employees shall receive a prorated amount of floating holiday hours based on the remaining accrual schedule. New hires credit of floating holidays shall be prorated based upon fifteen hours per each quarter of the year. New hires hired between January 1 - March 31 shall receive 60 hours, between April 1 – June 30 shall receive 45 hours, between July 1- September 30 shall receive 30 hours, and between October 1- December 31 shall receive 15 hours, which shall be credited on the date of hire.~~

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

Those members of the bargaining unit who are normally scheduled to work ~~four ten hour shifts per week but are released from work on a normally scheduled work on a~~ day in observance of any of the ~~eightseven~~ specifically designated holidays, will be granted ~~10 hours of~~ holiday pay ~~consistent with their normally scheduled hours. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay.~~ Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

Section B - Work on a Non-Floating Holiday

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

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

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

ARTICLE 8 - COURT TIME

Section A

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

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

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

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

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are

required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

Section B

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

Section C

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

ARTICLE 9 – OVERTIME

Section A - Miscellaneous

Temporary Schedule Adjustment – It is understood that employees in unique assignments such as the Special Investigative Unit, [Stolen Property Enforcement and Recovery Unit, Violent Crime Task Force, the Targeted Crimes Unit, the Patrol Anti-Crime Team](#), the Neighborhood Resource Officer Unit, and the Traffic Unit will be expected to temporarily flex their schedules.

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

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

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

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collective bargaining agreement.

Subject to this article and mutual agreement of the parties, Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of ~~work may do so only under the following conditions:~~

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

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

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

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

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

Section B - Overtime Rate

All overtime, other than call-back time, **mandatory bar patrol, and nine named special events**, shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay.

Effective upon ratification and forward, Employees working overtime on the following nine (9) named special events shall receive double the employee's regular rate of pay for actual hours worked.

- a. St. Patrick's Day
- b. Bloomsday
- c. Hoopfest
- d. Lilac
- e. Junior Lilac
- f. Pride
- g. Pig Out in the Park
- h. **September 24-5K Boulevard Race**
- i. Holiday Lilac

The nine (9) special events shall be identified each year at the time blackout dates are announced by the Department. Employees regularly scheduled to work on such dates shall not receive double time.

Should Bar Patrol Drafting (Mandatory Overtime) occur in the future, Employees who are mandated to conduct mandatory overtime coverage for bar patrol shall receive double the employee's regular rate of pay for actual hours worked. Such double time for bar patrol shall expire December 31, 2026 and be subject to renegotiation based on staffing and need.

Section C - Compensatory Time Off

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to ~~80~~ 120 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over ~~80-120~~ hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1st of each year employees may elect to cashout up to a maximum of ninety-six (96) hours of ~~accrued compensatory time~~, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of eighty (80) ~~forty (40)~~ hours accrual must be cashed out annually first. Compensatory time cashed out will not count against the ninety-six (96) hours of elected cash-out of vacation and or floating holiday. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

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

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

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

Section D - On Call

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

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain on-call during any holiday.
3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

ARTICLE 10 - CONTRACT PERSONNEL

Section A – Other Law Enforcement Agencies

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

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

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

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those

agencies, and their personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

Section B - Park Rangers

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

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

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

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

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

ARTICLE 11 – WAGES

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

Effective January 1, ~~2017~~2023, wages of all classifications covered by the Guild will be increased by 5%. Such wage increase(s) shall be retroactive to January 1, ~~2017~~2023 for all individuals who worked any time after January 1, ~~2017~~2023, for all time worked.

Effective January 1, ~~2018~~2024 wages of all classifications covered by the Guild will be increased by 7%. Such wage increase shall be retroactive to January 1, ~~2018~~2024 for all individuals who worked any time after January 1, ~~2018~~2024 for all time worked.

Effective January 1, ~~2019~~2025, wages of all classifications covered by the Guild will be increased by 7%. Such wage increase shall be retroactive to January 1, ~~2019~~2025 for all individuals who worked any time after January 1, ~~2019~~2025 for all time worked.

Effective January 1, 2026, wages of all classifications covered by the Guild will be increased by 100% of the CPI-W for Seattle Bellevue Tacoma released in June 2025, with a minimum of 3.5% and a maximum of 7%. Such wage increase shall be retroactive to January 1, 2025 for all individuals who worked any time after January 1, 2026 for all time worked.

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

~~Effective January 1, 2021, wages of all classifications covered by the Guild will be increased by 2.5%. Such wage increase shall be retroactive to January 1, 2021 for all individuals who worked any time after January 1, 2021, for all time worked.~~

Service Advancement

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

Henceforth, when a police officer reaches five (5) years of commissioned service with the department, they will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

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

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

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

Acting Sergeant

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

Specialty Pay

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

Hostage Negotiator	3%
S.W.A.T Team	3%
K-9 Handlers	3%

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Field Training Officers	3%
Motorcycle Officer	3%
Tactical Team	3%
Bomb Squad	6%
Major Crime Detective	<u>24%</u>
Dignitary Protection	2%
Special Events Supervisor and Coordinator	3%
Assistant Range Master	3% (if a rank below Sergeant is assigned)
<u>Bilingual</u>	<u>2%</u>

The City recognizes the benefits of having employees who can act as foreign language interpreters. The languages eligible for bilingual pay and the language proficiency standards necessary to receive the pay shall initially be set by the City.

An additional ~~\$30,000.00~~ \$90.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accordance with contract provisions.

Longevity

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

For purposes of determining years of service for vacation accruals and longevity only, all years of full-time law enforcement service, under a State certification recognized by the Washington State Criminal Justice Training Commission, shall apply. This change in application will apply prospectively, upon ratification, for

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all current and future employees.

Education

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

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

Effective January 1, ~~2023~~2015, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
<u>AA or AS</u>	<u>1.5%</u>
<u>BA or BS</u>	<u>23.5%</u>

Effective January 1, 2024, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
<u>AA or AS</u>	<u>2%</u>
<u>BA or BS</u>	<u>4%</u>

Effective January 1, 2025, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
<u>AA or AS</u>	<u>2.5%</u>
<u>BA or BS</u>	<u>4.5%</u>

Effective December 31, 2026, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
<u>AA or AS</u>	<u>3%</u>
<u>BA or BS</u>	<u>5%</u>

Shift Premium

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

Second Shift	0.75%
Third Shift	1.5%
Fourth Shift	<u>23.25%</u>

Extra Duty Wages

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

Basic Law Enforcement Training (BLET)

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

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

ARTICLE 12 – VACATION

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

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

[For purposes of determining years of service for vacation accruals and longevity only, all years of full-time law enforcement service, under a State certification recognized by the Washington State Criminal Justice Training Commission, shall apply. This change in application will apply prospectively, upon ratification, for all current and future employees.](#)

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

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

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

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

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

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

ARTICLE 13 – UNIFORMS

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

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

Necessary equipment for uniforms~~The following items~~ shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition. A list of such equipment shall be set forth in Department policy.

~~3 pairs of trousers (1 pair for det. & special units)~~

~~3 winter shirts (1 winter shirt for det. & special units)~~²

winter jumpsuits

~~3 summer shirts (1 summer shirt for det. & special units)~~

~~2 summer jumpsuits~~

~~3 white shirts if required (motors, bike unit, etc.)~~

~~1 Uniform Tie~~

~~1 water resistant coat~~

~~1 badge~~

~~1 service weapon with 3 magazines~~

~~1 duty belt with 4 keepers~~

~~1 holster~~

~~1 set of handcuffs with case and key~~

~~1 OC 10 canister and holder~~

~~1 approved baton and holder~~

~~1 department radio and holder~~

~~1 rubber glove holder~~

~~1 protective vest~~

~~1 flashlight and holder~~

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

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

ARTICLE 14 - SPECIAL EQUIPMENT

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

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

Add to BWV policy (NOT IN FINAL CBA): The body worn camera system utilized by the department has the capability to live stream BWC video. Live stream is defined as instances where an individual other than the officer wearing the BWC is able to view in real time the images being captured by the officer's body camera after the officer has activated recording. The livestream video function may be utilized by the department under the following defined circumstances with prior notification: (1) barricaded subjects; (2) protests, riots, or civil disobedience, and (3) SWAT callouts or standoffs. The viewing of live stream video requires authorization by a supervisor of the rank of lieutenant or higher and may only begin after the notification of the officer wearing the camera in the listed circumstances. The purpose of the activation will be limited to situations when viewing the video will provide field supervisors with valuable information to monitor an evolving incident. Additionally, a supervisor, mental health worker, or specialty team member may view live stream video at the request of an officer wearing a BWC. Any significant policy violation noted during a live stream will be addressed at the lowest reasonable level.

ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

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

ARTICLE 16 - LEAVES OF ABSENCE

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition,

however, the following items are made by a part of the agreement:

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

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

2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section B – Family Leave

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

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

Section C-Washington Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total six-tenths of one percent (.6%) of employees' wages (unless

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otherwise adjusted by the State). The City will pay the full cost of the .6 percent of employees' wages retroactive to January 1, 2022. The City will maintain the status quo of paying the total premium set by the State.

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

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

Section E - Illness Leave (LEOFF II)

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period. However, lateral officers shall be credited with one hundred and twenty (120) hours of Illness Leave upon their date of hire.
2. **Use of Illness Leave** - Illness leave may be used after 90 day from the commencement of employment ~~six (6) months of continuous service~~ by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee or for any purpose listed under RCW 49.46.210.
3. **Waiver of Six Months Waiting Period** - The ~~six months~~90 day waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.
5. ~~5.~~ **Sick Leave Buy Back** - ~~Through February 20, 2014,~~ LEOFF II employees ~~retiring from~~

6. ~~_____~~
service in with at least five (5) years of service with the Spokane Police Department who separate employment from the Spokane Police Department will be allowed to cash in unused sick leave based upon their years of law enforcement service. For purposes of determining years of service for sick leave buy back, all years of full-time law enforcement service, under a State certification recognized by the Washington State Criminal Justice Training Commission, shall apply This change in application will apply prospectively, upon ratification, for all current and future employees.

<u>5 – 14 years of service</u>	<u>40% of all hours up to 960</u>	<u>Max of 384 hours</u>
<u>15-19 years of service</u>	<u>60% of all hours up to 960</u>	<u>Max of 576 hours</u>
<u>20 or more years of service</u>	<u>80% of all hours up to 960</u>	<u>Max of 768 hours</u>

This change in application will apply prospectively, upon ratification, for all current and future employees.

~~If possible, all such amounts will be placed into a tax deferred account. All payout amounts shall be placed in a HRA VEBA account for the individual employee.~~

6. Sick leave accumulation shall be capped at two thousand and six hundred (2600) hours effective upon ratification. All employees over the cap of two thousand and six hundred (2600) hours at the time of ratification of the agreement shall be legaced from the cap and will retain any previously accumulated hours over the cap, but shall no longer accrue sick leave. Should employees who were legaced subsequently fall below the new cap, the cap will apply.

Section F - Disability Leave (LEOFF II Officers Only)

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

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more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Section G - Application for Leave

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

Section H – Maternity Leave

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. “Authorized maternity leave” means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

Section I – Active Duty Call Up

1. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and C of this section. This leave is separate from any leave required by State or Federal law for training for any branch of the United States Reserve Forces or the National Guard.
2. Commencing on the first day of active duty and ending on the last day of active duty, each member’s military pay will be supplemented by an amount necessary to equal what the member’s pay would be if they were not on active duty. However, in no event may the combined pay exceed

their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.

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

Section J - Care for Minor Children

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

Limits on Leave for Minor Children

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

ARTICLE 17 - GENERAL PROVISIONS

Section A - Pledge Against Discrimination

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

Section B - Guild Bulletin Board

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

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

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

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

Section D - Guild Business - Paid Leaves

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative

conventions, and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

Section E - Seniority

1) Definitions

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

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

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

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

Transfer - The reassignment from one bureau to another.

2) Shifts

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

b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the

years of experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

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

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

Section F - Seniority Lists

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

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

Section G - Annual Bid for Shifts

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift

assignment. Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

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

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

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

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

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

Section H - Transfers

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

Section I - Special Assignments

Management has the right to assign a member to a special assignment without regard to seniority.

~~Patrol, with the exception of Probationary Officer (newly hired) and front desk are not considered special assignments. Special assignments include the following assignments and any other assignments mutually agreed to in writing:~~

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Probationary Officer (newly hired)

1. Special Investigative Unit
2. K-9 Officer
3. Traffic Unit
4. Neighborhood Resource Officer
5. Field Training Officer
6. Special Weapons & Tactics Officer
7. Hostage Negotiator
8. Bomb Squad
9. Tactical Team
10. Dignitary Protection Team
11. Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
12. Patrol Anti-Crime Team
13. Chronic Offender Unit
14. Community Outreach
15. Domestic Violence Unit
16. TARU
17. FTO Coordinator
18. PIQ
19. Other assignments as agreed to by the Police Guild President and the Office of the Chief.

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

When an employee is assigned or removed from a special assignment, a letter of notice will be sent

from the Unit Commander notifying the employee of their official change of status. This form will serve as formal notice for payroll to begin or suspend specialty pay.

Section J - VEBA Medical Savings Trust

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

Section K - Duplication of Benefits

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

Section L - LEOFF II Light Duty

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

Non-duty related temporary disability

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months (cumulative).
4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.

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

Duty related temporary disability

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

ARTICLE 18 – SUPPLEMENTAL AGREEMENTS

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

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

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

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or

those which have otherwise been reserved to the City by the express terms of this Agreement.

ARTICLE 19 - SAVING CLAUSE

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

ARTICLE 20 - JURY DUTY

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

ARTICLE 21 – MISCELLANEOUS

Section A - Negotiations

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

Section B - Mileage Allowance

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

Section C - Tuition Reimbursement

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

books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

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

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

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

Section D - Joint Committee

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

Section E – SWAT Team

~~4. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building the assigned facility or job location. Training time will be pre-approved by the member's unit supervisor. SWAT team members will submit a signature card to the unit supervisor for approval. The unit~~

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~~supervisor will forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.~~

~~2.1.~~ The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

~~3.2.~~ Training time may not be carried over if not used during a given week.

~~4.3.~~ No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

~~5.4.~~ Officers will be subject to call at all times while they are being compensated for working out (physical fitness training).

~~6.5.~~ The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

~~7.6.~~ The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

Section F – On Duty Physical Fitness Training

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

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.
3. Training time may not be carried over if not used during a given week.
4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.
5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).
6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

Section G – Leave Sharing

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

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

1. Eligibility to Receive Shared Leave
 - a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
 - b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
 - d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
 - e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
 - f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
 - g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
 - h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.
2. Lifetime Maximums
- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
 - b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.
- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

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

5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.
- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from

their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime maximum of one hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.

- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service [with SPD](#) may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

6. Administration

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

Section H – Swing Shift Parking

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

Section I – City Residency Incentive

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In order to incentivize residency of employees to reside within City of Spokane city limits, the City agrees to provide the following to employees providing proof of residency from the effective date of this agreement: (1) a monthly stipend of \$50.

Section J- Civilian Roles and Positions

The parties agree that the City may bring to the Guild during the term of this agreement proposals for potential civilian roles to assist in Departmental operations; any such proposals are subject to RCW 41.56. If the City brings such proposals to the Guild during the term of the agreement the Guild, in addition to any responsive proposals the Guild may bring forth proposals on economics.

ARTICLE 22 - SALARY COMPUTATIONS

Section A - Regular Hourly Rate

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

Section B - Pay Periods and Pay Checks

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

ARTICLE 23 - DEFERRED COMPENSATION

Section A - Deferred comp.

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

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

Section B – Health reimbursement agreement/account.

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute one hundred seventy-five dollars (\$175) per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement.

Section C – VEBA Alternative.

The City will contribute \$50.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution. Upon ratification, the City will contribute \$75.00 per employee per month to the employee' deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

ARTICLE 24 – DISCIPLINE

Section A - General

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

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

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. ~~Employees may request that Upon employee request,~~ written reprimands shall be ~~expunged from personnel files considered stale (which means that it shall not be used for any employment purpose)~~ after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. ~~Employees may request that records of Upon employee request,~~ serious discipline shall be ~~expunged from personnel files considered stale~~ after a minimum period of five years if there is no recurrence of similar

misconduct for which the employee was disciplined during that period. Requests for the ~~expungement staleness~~ of disciplinary references in personnel files, pursuant to this section, shall not be unreasonably denied. Nothing in this section shall be construed as requiring the City to destroy, ~~expunge, or purge~~ any employment records ~~where the City is prohibited by law from taking such actions necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.~~

Section B - Forms of Discipline

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

Section C - Right of Appeal

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

Section D(1) - Probationary Periods

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

Section D(2) - Right of Petition

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative.

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However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

Section E - Police Officer Rights in Discipline

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

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

2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:

- a. Committing a criminal offense; and/or
- b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
- c. Of their right to Guild representation

3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation,

the balance of this article shall apply.

4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences

5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.

6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.

7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.

8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.

9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.

10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.

11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any

reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

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

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

more than 240 days.

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

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

ARTICLE 25 - DRUG TESTING

Section A

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

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

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said

agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Section B

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

Section C

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

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

	Nanograms per milliliter (ng/ml)
	Test Level
Amphetamines	1000
Barbiturates.....	300
Benzodiazepines.....	300
Cannabinoids	100

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

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

Section D

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

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

4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.

5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.

6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Guild.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

Section E

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

Section F

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

ARTICLE 26 – HEALTH AND WELFARE

Section A - Insurance

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1,

2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.

~~2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.~~

~~3-2. **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.~~

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

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

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

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

~~4. Retiree Medical - The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be allowed to access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.~~

~~Employees (and their dependents) who retire from employment shall be permitted to receive health insurance via the City in retirement through the retiree medical plans offered to other City retirees~~

5.3. Life Insurance

- (a) For Police Officers: The City shall provide \$~~100,000~~ life insurance coverage to be paid in full by the City.
- (b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.
- (c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of ~~\$60,000~~ 120,000. K-9 Handlers and Hostage Negotiators will be provided ~~\$50~~ 120,000 in life insurance coverage.

6.4. Long-Term Disability Insurance - The City shall make payroll deduction available for Guild members to purchase the group disability insurance plan, which the Guild sponsors. ~~LEOFF II~~ E Employees shall be required to purchase this insurance as a condition of employment. The City shall contribute ~~\$30.50~~ 45.00 per month, as wages, for ~~LEOFF II~~ officers.

~~7. Vision Care - The City agrees to provide vision care coverage for LEOFF II employees at the same~~
~~8. _____~~

~~level as LEOFF I~~ in a manner determined by the City.

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

participation.

9. **Employee Physicals.** Employee annual physicals shall be covered by the City under the employees selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

ARTICLE 27 - CIVILIAN REVIEW

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

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

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

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

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. [In instances where the Ombudsman and/or Deputy Ombudsman has first hand knowledge, the Ombudsman and/or Deputy Ombudsman can be the](#)

complainant, but the individual filing the Complaint would be conflicted out of OPO duties for that complaint and firewalled from the investigation.

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

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

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

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have ~~his or her~~ their interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview

from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to [Internal Affairs record keeping systems \(IA Pro and Blue Team or their successor record keeping system\)](#) for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

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

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO ~~may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Deputy Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline or other tangible adverse employment action against a bargaining unit member, including but not limited to decisions regarding defense and indemnification of an officer. The closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Deputy Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint. In these instances where the allegations result in a determination that the complaint should not be forwarded to IA, the OPO may refer, via IA, information that the OPO has received to the Department for review so that the Department may determine if there are general service~~

improvements that could be addressed by the Department. Neither the determination not to forward the complaint to IA nor the preliminary investigation or any referral shall be used for discipline or tangible adverse employment action against a bargaining unit employee, including but not limited to decisions regarding defense and indemnification of an officer. The determination and any part of the preliminary investigation or referral that is released shall not reveal the names of the officers involved.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Guild, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint, unless such complaint alleges serious misconduct that could result in termination, in which case the OPO will not act upon complaints concerning events that occurred more than five (5) years prior to the filing of a complaint. An extension of the five (5) year limit may occur if there is written agreement from the Guild. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In instances where the Ombudsman or Deputy Ombudsman determines that the complaint

should be forwarded to IA, the Ombudsman or Deputy Ombudsman may also send a request that the complaint be considered for an “OPO led” OPO independent investigation (“OLOII”). Prior to the Chief (or designee) making a determination as to whether or not the complaint will be investigated (as set forth in (k)) the Chief (or designee) will review the request for an OLOII and determine if the Department agrees that the complaint is appropriate to be handled as an OLOII. In making the determination that an OLOII is appropriate, the Chief (or designee) shall consider that no discipline may result from an OLOII. An OLOII is an investigation that is conducted by the Ombudsman or Deputy Ombudsman. No discipline of or other tangible adverse employee actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer may result from an OLOII.

1. In the event the OPO, the Department, and the officer all agree to an OLOII, that process will be utilized rather than sending the matter on for investigation. Once there is agreement that the OLOII process will be utilized, the matter will be concluded through the OLOII process and cannot be investigated elsewhere.
2. As part of the OLOII, Article 24 Section E shall apply and employees shall be advised of the nature of the complaint and scope of the investigation. However, consistent with the voluntary nature of this process, employees shall not be compelled to provide a statement. Officers will have the right to bring Guild representation to any OPO interview.
3. Upon completion of the OLOII, the Ombudsman or Deputy Ombudsman may publish a closing report so long as the closing report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report will identify the author(s). There shall only be one closing report for an OLOII. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman, and any policy or practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommended discipline. The closing report of the OLOII also may include the OPO’s perspective of the factual information that was obtained as a result of the investigation. Any closing report from an OLOII shall clearly state that the

information expressed within the report is the perspective of the OPO and that the OPO does not speak for the City on the matter, and that the report is not an official determination of what occurred.

4. An OLOII will be completed within 180 days of the beginning of the OLOII.

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

~~(H)~~(i) The OPO or IA will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. An involved officer may request that the case be considered for mediation. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complainant, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member bargaining unit employee or in promotional consideration or as the basis as any other adverse employment action. The OPO may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing report of mediation services.

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the

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officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j)(k) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his/their designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

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

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all

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

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

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely, thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions

and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide [his/hers/their](#) determination in writing.

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

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing report does not identify specific ~~members of the Department bargaining unit employees~~ and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the investigator (OPO or third-party), OPOC or a combination thereof. The closing report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or

third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

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

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

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

6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used

force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

~~(k)(1)~~ As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific ~~members~~[bargaining unit employees](#) of the Department and does not in anyway comment on officer discipline (or lack thereof). The closing report of the Independent Investigation may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific ~~members~~[bargaining unit employees](#) of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

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

~~(f)~~(m) All disciplinary decisions will be made by the Chief (or designee).

~~(m)~~(n) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

~~(n)~~(o) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.

~~(o)~~(p) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

~~(p)~~(q) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on

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modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

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

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

~~(e)~~(t) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be
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related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guild's right to require the City to engage in collective bargaining as authorized by law.

~~(t)~~(u) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

~~(+)~~(v) Prior to the release of any closing report by the OPO or OPOC, the Guild will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

~~(+)~~(w) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a

bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

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

~~(w)~~(y) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the Deputy Ombudsman position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members. The Ombudsman may sit on the Committee and participate in the process and interviews, but will be a non-voting member of the Committee.

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

~~(y)~~(aa) In addition to whatever job requirements may be established by the City, which shall be the Spokane Police Guild Agreement 2017-20212023-2026

same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

~~(z)~~(bb) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no

Spokane Police Guild Agreement
[2017-2021](#)~~2023-2026~~

authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(~~ccaa~~) Except where a different grievance procedure is specifically provided for, alleged violations of Article 27 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not meet the minimum job requirement established in Section (v) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

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

(~~eeee~~) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(~~deff~~) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that
Spokane Police Guild Agreement
[2017-2021](#)~~2023-2026~~

includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

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

ARTICLE 28 – SALARY SAVINGS PLAN

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

A. Eligibility and Payment Terms

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

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

B. Limits and Deadlines

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

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

If the City receives applications from more than 10 employees in one year, the incentive will be given to

Spokane Police Guild Agreement
[2017-2021](#)~~2023-2026~~

the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

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

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

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

D. COLA

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

E. Discontinuance/Reinstatement of Plan

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

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

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

Dated this _____ day of _____, ~~2021~~2023.

FOR THE CITY OF SPOKANE:

FOR THE SPOKANE POLICE GUILD:

Nadine Woodward
Mayor

~~David Dunkin~~
President

~~Jonnie Perkins~~
~~Interim~~ City Administrator

~~Timothy Schwering~~
Vice-President

Craig Meidl
Police Chief

~~Timothy Schwering~~
Vice-President

Justin Lundgren
Assistant Police Chief

~~Ty Snider~~
Secretary

~~Michael Piccola~~
~~Interim~~ David Moss Human Resources Director

~~Ben Greer~~
Treasurer

~~Meghann Steinolfson-Labor~~
~~Relations Manager~~

Approved as to form:

Attest:

~~Lynden Smithson~~
~~Interim~~ City Attorney

Terri Pfister
City Clerk

Spokane Police Guild Agreement
~~2017-2021~~2023-2026

3.2

5 min

3.2 - Confirmation of Mayoral Appointee -Director of ICM

Feist, Marlene

Council Sponsors: Kinnear & Bingle

Marcia Davis was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Integrated Capital Management.

| For Discussion

Attachments

[ICM_Marcia_Davis.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Human Resources
Contact Name & Phone	Marlene Feist, Director of Public Works
Contact Email	mfeist@spokanecity.org 509-625-6505
Council Sponsor(s)	Council Member Kinnear Council Member Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10_min._____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Integrated Capital Management
Summary (Background)	<ul style="list-style-type: none"> <u>Appointment of Marcia Davis as the Director of Integrated Capital Management</u> <p>Marcia Davis was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Integrated Capital Management.</p>
Proposed Council Action & Date:	Confirm the Appointment of Marcia Davis as the Director of integrated Capital Management.
Fiscal Impact: Total Cost: <u>\$89,598.17 for the remainder of 2023</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? The Six Year Comprehensive Programs are annually updated and presented to the City of Spokane Plan Commission for recommendation and to Spokane City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Integrated Capital Management performs strategic infrastructure planning, conducts special studies, and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops, and administers grants, loans and other revenue sources for the City's capital projects.	
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? Integrated Capital Management facilitates the development and implementation of sewer, water, and street infrastructure projects and programs in support of the	

City's comprehensive plan. It promotes enterprise-wide efficiencies by applying proven and emerging geographic information system technologies.

3.3 - Confirmation of Mayoral Appointee – Engineering Dir

Feist, Marlene

Council Sponsors: Kinnear & Bingle

Dan Buller was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Engineering Services.

| For Discussion

Attachments

[Engineering_Dan Buller.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Human Resources
Contact Name & Phone	Marlene Feist, Director of Public Works
Contact Email	mfeist@spokanecity.org 509-625-6505
Council Sponsor(s)	Council Member Kinnear Council Member Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10_min._____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director Engineering Services
Summary (Background)	<ul style="list-style-type: none"> • <u>Appointment of Dan Buller as the Director of Engineering Services</u> <p>Dan Buller was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Engineering Services.</p>
Proposed Council Action & Date:	Confirm the Appointment of Dan Buller as the Director of Engineering Services.
Fiscal Impact:	
Total Cost: <u>\$89,598.17 for the remainder of 2023</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? The Six Year Comprehensive Programs are annually updated and presented to the City of Spokane Plan Commission for recommendation and to Spokane City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Integrated Capital Management performs strategic infrastructure planning, conducts special studies, and provides general planning functions to support	

the Public Works and Utilities Departments. Staff seeks, develops, and administers grants, loans and other revenue sources for the City's capital projects.

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? Integrated Capital Management facilitates the development and implementation of sewer, water, and street infrastructure projects and programs in support of the City's comprehensive plan. It promotes enterprise-wide efficiencies by applying proven and emerging geographic information system technologies.

3.4

10 min

3.4 - GFC Monthly Update

Feist, Marlene

Council Sponsor: CM Kinnear

As part of ongoing work reviewing GFCs, Public Works will provide its monthly update report to City Council with information on the status of outreach activities and more.

| For Discussion

Attachments

[Briefing Paper PIES June 2023 GFCs.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Marlene Feist, Division Director
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 min
Agenda Item Name	General Facility Charges (GFCs) Monthly Update
Summary (Background)	<p>Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resolution requiring additional analysis and public outreach. Additional options and proposed changes are intended to be brought to City Council prior to March 4, 2024.</p> <p>Public Works is delivering a monthly update on these efforts at the Council's PIES meetings during the review period.</p> <p>For June, we will go over the our latest outreach efforts along with the status of the GFC Review Committee's work, and a look at some of the topics the committee has been reviewing.</p> <p>The City of Spokane established a General Facility Charge (GFC) for both Water and Sewer in December of 2002. Prior to March 2023, the charges had never been updated. The charges are designed to pay for new capacity in these systems needed for growth.</p>
Proposed Council Action	For discussion only.
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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 both financially and environmentally responsible.</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?

N/A GFCs will be collected city wide when water meters are purchased for use.

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

GFCs will be reviewed every 3-5 years to ensure they are keeping up with the cost to provide capacity for future development.

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?

Having growth pay for new capacity in the City's utility systems is consistent with the Comprehensive Plan. Projects used to develop GFC rates are consistent with the City's Water System Plan, Comprehensive Plan infrastructure chapters, and Capital Improvement Plans. GFCs also are consistent with Growth Management at the state level, and any changes would comply with state laws.

3.5 - SBO - Quarterly Range Changes Q2 2023

Moss, David

Council Sponsor: CP Beggs & CM Wilkerson

The City's Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis that are currently filled are listed below. Upon approval these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

The ranges below are presented as of June 2023 and do not incorporate the Local 270 union's upcoming 5.0% Cost of Living Adjustment (COLA) that takes effect on July 1, 2023 as described in their current labor agreement.

| For Discussion

Attachments

[HR Quarterly Range Changes Q223 SBO.docx](#)

[HR Quarterly Range Changes Q223 Briefing Paper DRAFT.docx](#)

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the various funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Change the grade and associated pay range for the Police Records Shift Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	017	Police Records Shift Supervisor	33	36	\$46,270-\$72,370	\$49,172-\$76,797

- 2) Change the grade and associated pay range for the Senior Human Resources Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	042	Senior Human Resources Analyst	50	52	\$83,395-\$118,515	\$88,093-\$125,343

- 3) Change the grade and associated pay range for the Human Resources Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	048	Human Resources Analyst I	41	44	\$67,568-\$95,693	\$72,662-\$103,231

- 4) Change the grade and associated pay range for the Police Communications Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	282	Police Communications Supervisor	52	53	\$62,014-\$102,020	\$62,911-\$103,398

- 5) Change the grade and associated pay range for the Division Communications Manager – Channel 5 position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPA	712	Division Communications Manager – Channel 5	47	50	\$78,112-\$108,847	\$83,395-\$116,782

- 6) Change the grade and associated pay range for the Judicial Administrative Assistant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	720	Judicial Administrative Assistant	37	41	\$59,487-\$82,392	\$64,832-\$91,162

- 7) Change the grade and associated pay range for the Director of Operations – Office of the Mayor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	796	Dir. of Operations – Office of the Mayor	51	37	\$83,395-\$117,408	\$59,487-\$82,392

Section 2. That in the budget of the Fleet Services Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Automotive Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	630	Automotive Mechanic	34	36	\$47,377-\$73,832	\$49,172-\$76,797

- 2) Change the grade and associated pay range for the Certified Automotive Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	630C	Certified Automotive Mechanic	36	38	\$49,172-\$76,797	\$50,383-\$80,639

- 3) Change the grade and associated pay range for the Parts Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
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Local 270	632	Parts Manager	36	39	\$49,172- \$76,797	\$51,281- \$83,395
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- 4) Change the grade and associated pay range for the Equipment Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	633	Equipment Maintenance Foreperson	40	42	\$52,033- \$85,712	\$53,724- \$88,448

- 5) Change the grade and associated pay range for the Certified Equipment Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	634	Certified Equipment Maintenance Foreperson	42	44	\$53,724- \$88,448	\$55,395- \$91,287

- 6) Change the grade and associated pay range for the Certified Heavy Equipment Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	637	Certified Heavy Equipment Mechanic	38	40	\$50,383- \$80,639	\$52,033- \$85,712

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

- 1) Change the grade and associated pay range for the Payroll Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	108	Payroll Supervisor	41	43	\$67,568- \$95,693	\$70,825- \$100,475

- 2) Change the grade and associated pay range for the Director of Accounting and Grants position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	706	Director of Accounting and Grants	56	65	\$107,323- \$149,939	\$120,018- \$167,395

Section 4. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Wastewater Treatment Plant (WWTP) Maintenance Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	649	WWTP Maintenance Mechanic	36	38	\$49,172-\$76,797	\$50,383-\$80,639

Section 5. That in the budget of the General Fund and Employees Benefits Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Deputy Director of Human Resources position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	719	Deputy Director of Human Resources	53	55	\$93,965-\$129,602	\$100,412-\$141,149

- 2) Change the grade and associated pay range for the Director of Human Resources position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
N/A	764	Director of Human Resources	63	68	\$115,988-\$162,050	\$128,850-\$181,865

Section 6. That in the budget of the General Fund and Public Safety Levy Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Police Records Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	016	Police Records Specialist	26	27	\$40,340-\$63,078	\$41,447-\$65,124

- 2) Change the grade and associated pay range for the Police Radio Dispatcher I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	283	Police Radio Dispatcher I	29	30	\$42,407-\$66,461	\$43,368-\$68,111

Section 7. That in the budget of the General Fund and Unemployment Compensation Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Human Resources Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
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MPB	041	Human Resources Analyst II	46	49	\$76,212-\$107,991	\$81,996-\$115,613
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Section 8. That in the budget of the General Fund and Fleet Services Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Equipment Servicer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	626	Equipment Servicer	29	31	\$42,407-\$66,461	\$44,328-\$69,760

Section 9. That in the budget of the Street Maintenance Fund and Development Services Center Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Associate Traffic Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	252	Associate Traffic Engineer	44	46	\$72,662-\$103,231	\$76,212-\$107,991

Section 10. That in the budget of the Street Maintenance Fund and Integrated Capital Management Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Traffic Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	255	Senior Traffic Engineer	51	52	\$86,088-\$122,545	\$88,093-\$125,343

Section 11. That in the budget of the Fire/Emergency Medical Services Fund and Fleet Services Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Heavy Equipment Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	636	Heavy Equipment Mechanic	36	38	\$49,172-\$76,797	\$50,383-\$80,639

Section 12. That in the budget of the General Fund, Criminal Justice Assistance Fund, Accounting Services Fund, Employees Benefits Fund, and Facilities Operating Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Administrative Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	025	Administrative Specialist	32	34	\$54,580-\$76,713	\$57,065-\$80,534

Section 13. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed 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 & Sustainability Committee

Submitting Department	Human Resources																																																																																																		
Contact Name & Phone	David Moss																																																																																																		
Contact Email	dmos@spokanecity.org																																																																																																		
Council Sponsor(s)	CP Beggs & CM Wilkerson																																																																																																		
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min																																																																																																		
Agenda Item Name	SBO - Quarterly Range Changes Q2 2023																																																																																																		
Summary (Background)	<p>The City's Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis that are currently filled are listed below. Upon approval these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.</p> <p>The ranges below are presented as of June 2023 and do not incorporate the Local 270 union's upcoming 5.0% Cost of Living Adjustment (COLA) that takes effect on July 1, 2023 as described in their current labor agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Union</th> <th>SPN</th> <th>Title</th> <th>From Grade</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td>EXC</td> <td>720</td> <td>Judicial Administrative Assistant</td> <td>37</td> <td>41</td> <td>\$59,487.12- \$82,392.48</td> <td>\$64,832.40 \$91,162.08</td> </tr> <tr> <td>270</td> <td>282</td> <td>Police Communication Supervisor</td> <td>52</td> <td>53</td> <td>\$62,013.50- \$102,019.68</td> <td>\$62,911.44- \$103,397.76</td> </tr> <tr> <td>270</td> <td>283</td> <td>Police Radio Dispatcher I</td> <td>29</td> <td>30</td> <td>\$42,407.28- \$66,461.04</td> <td>\$43,367.76 \$68,110.56</td> </tr> <tr> <td>270</td> <td>016</td> <td>Police Records Specialist</td> <td>26</td> <td>27</td> <td>\$40,340.16- \$63,078.48</td> <td>\$41,446.80- \$65,124.42</td> </tr> <tr> <td>270</td> <td>017</td> <td>Police Records Shift Supervisor</td> <td>33</td> <td>36</td> <td>\$46,270.08- \$72,370.08</td> <td>\$49,172.40- \$76,796.64</td> </tr> <tr> <td>MPB</td> <td>108</td> <td>Payroll Supervisor</td> <td>41</td> <td>43</td> <td>\$67,567.68- \$95,693.04</td> <td>\$70,824.96- \$100,474.56</td> </tr> <tr> <td>MPB</td> <td>048</td> <td>Human Resources Analyst (HRA) I</td> <td>41</td> <td>44</td> <td>\$67,567.68 - \$95,693.04</td> <td>\$72,662.40 - \$103,230.72</td> </tr> <tr> <td>MPB</td> <td>041</td> <td>HRA II</td> <td>46</td> <td>49</td> <td>\$76,212.00 - \$107,991.36</td> <td>\$81,995.76 - \$115,612.56</td> </tr> <tr> <td>MPB</td> <td>042</td> <td>Senior HRA</td> <td>50</td> <td>52</td> <td>\$83,394.72 - \$118,514.88</td> <td>\$88,092.72 - \$125,342.64</td> </tr> <tr> <td>Non-Rep</td> <td>764</td> <td>Director of HR</td> <td>63</td> <td>68</td> <td>\$115,988.40 -\$162,049.68</td> <td>\$128,850.48 -\$181,864.80</td> </tr> <tr> <td>270</td> <td>626</td> <td>Equipment Servicer</td> <td>29</td> <td>31</td> <td>\$42,407.28 - \$66,461.04</td> <td>\$44,328.24 - \$69,760.08</td> </tr> <tr> <td>270</td> <td>630</td> <td>Automotive Mechanic</td> <td>34</td> <td>36</td> <td>\$47,376.72 - \$73,831.68</td> <td>\$49,172.40 - \$76,796.64</td> </tr> <tr> <td>270</td> <td>630C</td> <td>Certified Automotive Mechanic</td> <td>36</td> <td>38</td> <td>\$49,172.40 - \$76,796.64</td> <td>\$50,383.44 - \$80,638.56</td> </tr> </tbody> </table>	Union	SPN	Title	From Grade	To Grade	Former Range	New Range	EXC	720	Judicial Administrative Assistant	37	41	\$59,487.12- \$82,392.48	\$64,832.40 \$91,162.08	270	282	Police Communication Supervisor	52	53	\$62,013.50- \$102,019.68	\$62,911.44- \$103,397.76	270	283	Police Radio Dispatcher I	29	30	\$42,407.28- \$66,461.04	\$43,367.76 \$68,110.56	270	016	Police Records Specialist	26	27	\$40,340.16- \$63,078.48	\$41,446.80- \$65,124.42	270	017	Police Records Shift Supervisor	33	36	\$46,270.08- \$72,370.08	\$49,172.40- \$76,796.64	MPB	108	Payroll Supervisor	41	43	\$67,567.68- \$95,693.04	\$70,824.96- \$100,474.56	MPB	048	Human Resources Analyst (HRA) I	41	44	\$67,567.68 - \$95,693.04	\$72,662.40 - \$103,230.72	MPB	041	HRA II	46	49	\$76,212.00 - \$107,991.36	\$81,995.76 - \$115,612.56	MPB	042	Senior HRA	50	52	\$83,394.72 - \$118,514.88	\$88,092.72 - \$125,342.64	Non-Rep	764	Director of HR	63	68	\$115,988.40 -\$162,049.68	\$128,850.48 -\$181,864.80	270	626	Equipment Servicer	29	31	\$42,407.28 - \$66,461.04	\$44,328.24 - \$69,760.08	270	630	Automotive Mechanic	34	36	\$47,376.72 - \$73,831.68	\$49,172.40 - \$76,796.64	270	630C	Certified Automotive Mechanic	36	38	\$49,172.40 - \$76,796.64	\$50,383.44 - \$80,638.56
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	270	633	Equipment Maintenance Foreperson	40	42	\$52,032.96 - \$85,712.40	\$53,724.24 - \$88,447.68
	270	634	Certified Equipment Maintenance Foreperson	42	44	\$53,724.24 - \$88,447.68	\$55,394.64 - \$91,287.36
	270	636	Heavy Equipment Mechanic	36	38	\$49,172.40 - \$76,796.64	\$50,383.44 - \$80,638.56
	270	637	Certified Heavy Equipment Mechanic	38	40	\$50,383.44 - \$80,638.56	\$52,032.96 - \$85,712.40
	270	649	Wastewater Treatment Plant Maintenance Mechanic	36	38	\$49,172.40 - \$76,796.64	\$50,383.44 - \$80,638.56
	270	632	Parts Manager	36	39	\$49,172.40 - \$76,796.64	\$51,281.28 - \$83,394.72
	MPB	025	Administrative Specialist	32	34	\$54,580.32 - \$76,713.12	\$57,065.04 - \$80,534.16
	MPA	712	Division Communication Manager – City Cable 5	47	50	\$78,112.08 - \$108,847.44	\$83,394.72 - \$116,781.84
	MPB	252	Associate Traffic Engineer	44	46	\$72,662.40 - \$103,230.72	\$76,212.00 - \$107,991.36
	MPB	255	Senior Traffic Engineer	51	52	\$86,088.24 - \$122,544.72	\$88,092.72 - \$125,342.64
	EXC	719	Deputy Director of Human Resources	53	55	\$93,964.88 - \$129,602.16	\$100,411.92 - \$141,148.80
	EXC	706	Director of Accounting & Grants	56	65	\$107,323.20 - \$149,939.28	\$120,018.24 - \$167,394.96
	EXC	796	Operations Manager – Office of the Mayor	51	37	\$83,394.72 - \$117,408.24	\$59,487.12 - \$82,392.48

Proposed Council Action & Date:

Approve SBO range changes on July 10, 2023

Fiscal Impact:

Total Annual Cost: \$230,000 - \$441,000 (General Fund \$102,000 - \$163,000)
 Total Cost Remaining This Year: \$115,000 - \$221,000 (General Fund \$51,000 - \$82,000)
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source: Various funds' revenues or reserves

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, recurring HR admin task.

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, recurring HR admin task.

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

N/A, recurring HR admin task.

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

Ensures compensation equity.

3.6

5 min

3.6 - Cannabis Special Revenue Fund

Boston, Matthew

Council Sponsors: CP Beggs; CM Stratton; CM Wilkerson
Creation of Cannabis Special Revenue Fund to support drug intervention, education, and prevention.

| For Discussion

Attachments

[ORD- Creating Cannabis Revenue Fund \(v1 06-14-23.2\) \(1\).docx](#)

[MJ Tax Fund Creation Briefing Paper.docx](#)

ORDINANCE NO. C-_____

An ordinance relating to revenue from cannabis sales, creating a special revenue fund in Article II of Chapter 07.08 of the Spokane Municipal Code, and enacting new section 07.08.159 of the Spokane Municipal Code.

WHEREAS, the City of Spokane currently receives a portion of revenues derived from the statewide sales of cannabis pursuant to RCW 69.50.540(2)(g), which revenues are paid to the City on a quarterly basis; and

WHEREAS, historically revenues received by the City of Spokane under RCW 69.50.540 have increased steadily since the legalization of cannabis sales in Washington in 2012, and are expected to remain a stable and increasing source of revenue to the City for the indefinite future; and

WHEREAS, the City of Spokane currently allocates revenues from cannabis sales directly to the general fund, where it is appropriated from the general fund to the Spokane Police Department; and

WHEREAS, the City of Spokane desires that revenues received under RCW 69.59.540 be directed to a special revenue account in Article II of Section 07.08 of the Spokane Municipal Code effective on January 1, 2024, and appropriated from said special revenue account to suitable programs and purposes relating to drug abuse prevention, education and general enforcement to several City departments operating such programs, including but not limited to the Spokane Police Department and the Spokane Opioid Abatement Council.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there are adopted new section 07.08.159 to chapter 07.08 of the Spokane Municipal Code to read as follows:

Section 10.08.159 Cannabis Special Revenue Fund

- A. Effective January 1, 2024, there is established a special revenue fund entitled the "Cannabis Special Revenue Fund" into which shall be paid all funds received by the City pursuant to RCW 69.50.540.
- B. As provided in the annual budget, the "Cannabis Special Revenue Fund" is appropriated to provide for drug abuse prevention, education and general drug enforcement to several City departments operating such programs, including but not limited to the Spokane Police Department, and the Opioid Abatement Council established under chapter 04.39 of the Spokane Municipal Code
- C. The city council may also provide for additional revenues to be paid into Cannabis Special Revenue Fund from time to time from any available funds of the City.

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

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org x6820
Council Sponsor(s)	CP Beggs, CM Stratton, CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	MJ Tax Special Revenue Fund Creation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane will separate its Cannabis Tax Revenue from the General Fund, to its own Special Revenue Fund. This will create a new section 07.14 in Spokane Municipal Code to create the Special Revenue Fund.</p> <p>Revenue received from the Cannabis Tax (RCW 65.50.540) has increased year-over-year at an exponential rate, but historically been deposited into the General Fund. During the 2023 budget process Spokane City Council laid the groundwork for a limit of revenue that the General Fund will receive by the Cannabis Tax. With the creation of the Special Revenue Fund, any revenue transferred to the General Fund will be defined during the budget process, but revenue remaining in the Special Revenue Fund will be programmed specifically for youth intervention, education, and prevention.</p>
Proposed Council Action	Pass on July 10, 2023
Fiscal Impact	
Total Cost: <u>Cost of the program(s) will be defined by revenues received and defined as part of the budget process</u>	
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 Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Education programs incurred will be within the confines of the ongoing revenue received.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
The funding of these programs is focused on upstream solutions which the enforcement of drug use is known to disproportionately impact the historically excluded communities. Implementation of the program will have to take these impacts into consideration	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

Data will be collected and maintained on programs funded by the managing department and/or organization.

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

Legislative and Executive branches will continually review expenditures within the fund to ensure effectiveness of programs.

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?

Dedication of funds for drug intervention, education, and prevention aligns with Spokane City Council's actions to fight the area's widespread drug challenges.

3.7 - Grant use of Traffic Calming funding

Martin, Abigail M.

Council Sponsor: CP Beggs

Traffic Calming funds (revenue collected from speed radar and photo red cameras) are to be reserved with the Traffic Calming Measures Fund for specified uses outlined in a “Budget Grant Agreement” between the council and SPD, including moving radar cameras and overtime for traffic enforcement. Expenses for these purposes can be invoiced by SOPD directly against the Traffic Calming Measures Fund.

Attachments

[BP - Grant Process for TCM Funds \(CJW 06-23-23\).docx](#)

[Budget Grant Agreement re SPD Traffic Calming Funds \(v4 06-23-23\)\(Clean\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City of Spokane City Council Office
Contact Name	Abigail Martin, Chris Wright
Contact Email & Phone	ammartin@spokanecity.org 509.625.6426
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Grant use of Traffic Calming funding
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Traffic Calming funds (revenue collected from speed radar and photo red cameras) are to be reserved with the Traffic Calming Measures Fund for specified uses outlined in a “Budget Grant Agreement” between the council and SPD, including moving radar cameras and overtime for traffic enforcement. Expenses for these purposes can be invoiced by SOPD directly against the Traffic Calming Measures Fund.
Proposed Council Action	Approval of Budget Grant Memorandum and companion resolution.
Fiscal Impact	
Total Cost: <u>TBD- working on MOU with Accounting</u>	
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	
Specify funding source: Traffic Calming fund	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) We are working with Accounting to create an MOU so that the fund use can be itemized and use in accordance with its intent.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Traffic Calming efforts help residents to feel safe and they make neighborhoods liveable, walkable, and accessible to all. We are careful not to use funds in predatory manner, but rather to place cameras next to schools, hospitals, and park property in an effort to protect vulnerable communities and enhance safety in the public space. Specific measures under this agreement will enhance traffic calming efforts.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Data collection is included in the Grant Memorandum.	

City Clerk's No. _____

BUDGET GRANT AGREEMENT

THIS BUDGET GRANT AGREEMENT ("Agreement") is to set forth the understanding of the City of Spokane Police Department ("SPD") and the Spokane City Council ("Council") with respect to appropriations to SPD from the Traffic Calming Measures Fund.

Recitals

- A. The City recognizes a continued need to enforce speed limits to ensure the safety of drivers, pedestrians, and the preservation of personal property.
- B. In 2010 the Council enacted SMC 07.08.148 and thereby established the "Traffic Calming Measures Fund" (the "TCM Fund"). Revenue generated by photo-radar and photo red programs authorized under SMC 16A.64.220 and 16A.64.260 are directed to the Fund and used for the purposes set forth in SMC 07.08.148.
- C. Consistent with Resolution 2017-0106, the Council historically has appropriated revenue received by the TCM Fund to several purposes, including (a) capital improvements to streets and city infrastructure with demonstrated success in traffic calming; and (b) costs to administer and enforce the photo-radar and photo-red programs, including police personnel needed to meet state and local requirements for operation of the programs.
- D. In 2022, a special budget ordinance, C36216, was passed to allocate Traffic Calming funds to cover SPD overtime costs associated with targeted emphasis patrol along North Division to deter street racing. SPD is proposing to again allocate traffic calming funds in 2023 to cover overtime costs of Traffic Officers to conduct directed, emphasis patrols in each precinct throughout the City. The department has already begun targeted emphasis patrols utilizing overtime and is requesting to be reimbursed for targeted emphasis patrol overtime costs incurred beginning April 1st, 2023 until the additional funds are exhausted. Among other purposes, the emphasis patrols will focus efforts on areas of traffic safety concern identified by the precincts in each district. The maximum amount of additional money allocated from the Traffic Calming Fund beyond any unspent previous allocations for this targeted emphasis patrol program is \$75,000.
- E. SPD wishes to establish pilot program to install and operated moving traffic radar equipment in police vehicles so that patrol officers can support traffic enforcement. SPD has already implemented an enhanced patrol schedule commencing January 1, 2023, to ensure more patrol officers are available to respond to the highest priority calls for service, resulting in a reduced number of assigned traffic officers. SPD intends to pilot the use of moving radars in patrol vehicles during 2023 to

assist police officers in the enforcement of speed limits. The pilot program will consist of 12 units at an aggregate maximum reimbursement of \$48,600, which includes installation costs as well as officer training and certification. Upon at least eighteen months of deployment of these 12 units and the quarterly sharing of data of results of utilizing these units in terms of the number of stops and speeding citations issued, the Council will consider utilizing further Traffic Calming Funds for expansion of the program in comparison with other requests for use of these funds.

Therefore, the parties understanding regarding use of the TCM Fund is as follows:

1. RADAR-CAMERAS. Subject to the expectations set forth in this grant agreement, Council will appropriate the sum of \$48,600 from the TCM Fund toward the purchase, installation and associated training for twelve (12) moving radar-cameras, to be installed in twelve (12) SPD patrol vehicles and to be employed for incidental use by patrol officers not otherwise engaged in traffic enforcement duties.
 - a. SPD will promptly advise the Public Safety and Community Health Committee ("PSCH") of the Council when the radar-cameras have been installed and are operation in each of the patrol vehicles.
 - b. SPD will provide quarterly to the Public Safety and Community Health Committee ("PSCH"), or more frequently as may be practicable, as to following information for each quarter:
 - The number of occasions when deployment resulted in officers engaging drivers,
 - The number of occasions when deployment resulted in issuance of traffic citations or arrests and,
 - When available, the results of adjudication of citations and/or arrests arising from use of the radar-cameras.
 - c. Each year after installation of radar-cameras as provided in this grant agreement, the Council and SPD will consult regarding the efficiency and effectiveness of the radar-cameras in patrol vehicles, considering in part the information collected pursuant to this grant agreement, and the Council shall determine whether the cameras should remain in patrol vehicles or be returned to use by Traffic Enforcement.
2. OVERTIME EXPENSES. Subject to the expectations set forth in this grant Agreement, and commencing no later than July 1, 2023, Council will appropriate as an annual dedicated reserve in the TCM Fund the additional sum of \$75,000 as follows:
 - a. Purpose. TCM Funds in the dedicated reserve shall be used to pay overtime expenses incurred by SPD specifically and solely for the use of off-duty officers employed to conduct directed, traffic safety emphasis patrols in

each precinct throughout the City in addition to the targeted emphasis patrol along North Division. Among other purposes, the emphasis patrols will focus efforts on areas of concern identified by the SPD precincts in each district but shall, as much as practical, include regular patrols of schools and public park property. Funds set reserved in the TCM Fund for this purpose shall be available for overtime expenses incurred by SPD from April 1, 2023 and continuing until exhausted.

b. Invoicing. Within forty-five (45) days after the end of each month, SPD shall submit to the Council Budget Director a statement of overtime expenses incurred in the prior month, who shall review said statement and advise the Traffic Calming Subcommittee of the City Council whether to authorize disbursement of monies from the TCM Fund to reimburse SPD for said overtime expenses. Actual disbursements from the dedicated reserve in the TCM Fund shall be approved by the Chair of the Traffic Calming Workgroup of the City Council prior to submission and processing of an invoice against the dedicated reserve. From time to time, the Council may revise the dedicated reserve in the TCM Fund if it appears, from the monthly reimbursement requests, that the dedicated reserve exceeds the projected overtime expenses in a given fiscal year.

3. This Budget Grant Agreement shall be effective upon the stated date of passage of a resolution passed by City Council that adopts this Agreement by reference and the corresponding signatures of the Chief of Police and the City Council President.

Dated: _____

CITY OF SPOKANE

By: _____
Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Approved:

Chief of Police

3.8 - Approval of Traffic Calming List of Prioritized Pr

Martin, Abigail M.

Council Sponsor: CP Beggs

In an effort to streamline the Traffic Calming program, the City Council office (in partnership with ONS) has been working to move from an annual project cycle to a four year cycle. Last year neighborhoods came together in a series of Traffic Calming workshops and identified their top issues. This summer (2023) neighbors came together and heard presentations from the consultant hired by City Council to propose solutions to identified issues. Neighbors then prioritized their proposed solutions, and we are seeking Council approval to move forward with that list for Traffic Calming projects for the next few years.

Attachments

[BP - Traffic Calming Funds Allocation Process \(6-23-23\).docx](#)

[RES- Traffic Calming Allocations \(v2 06-21-21\)\(clean\).docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	City of Spokane City Council office
Contact Name	Abigail Martin
Contact Email & Phone	ammartin@spokanecity.org 506.625.6426
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Approving prioritization of Traffic Calming projects on 4 year list
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In an effort to streamline the Traffic Calming program, the City Council office (in partnership with ONS) has been working to move from an annual project cycle to a four year cycle. Last year neighborhoods came together in a series of Traffic Calming workshops and identified their top issues. This summer (2023) neighbors came together and heard presentations from the consultant hired by City Council to propose solutions to identified issues. Neighbors then prioritized their proposed solutions, and we are seeking Council approval to move forward with that list for Traffic Calming projects for the next few years.
Proposed Council Action	Approval of allocation process for traffic calming funds and projects.
Fiscal Impact Total Cost: \$TBD 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: Speed radar and photo red cameras Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) The Total Cost for these projects is impacted by potential grant funding, strategic alignment of projects to enhance cost savings, etc. It was communicated that while we were seeking neighbors input about priorities, the City was also going to be working to get projects on the ground and visible as soon as 2024 and that some projects would get moved around so as to exercise prudence and cost management.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Equity, in many forms, has been considered in terms of the prioritized list of projects. We would like the first projects to start in District 1 because of its demonstrated demographic needs. Additionally, we'd like to consider equitable expenditure across districts, historical context, safety of residents, etc.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We are working with our Engineering team in an effort use Traffic data to help prioritize projects.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

In addition to the prioritized list, several neighborhoods have Traffic Studies coming so as to examine future project solution proposals, for example. Several of the projects in the current proposed list have also had tubes used, for example, to determine appropriate solutions.

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

This proposal builds off of many of these initiatives, honoring Neighborhood Plans and the City Council's support of the Traffic Calming program.

RESOLUTION NO. 2023-_____

A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.

WHEREAS, the City Council passed Resolution No. 07-05 on February 26, 2007, which provided that funds generated from infractions issued from the use of automated traffic safety cameras shall be allocated on an annual basis pursuant to a set order of priorities;

WHEREAS, the City Council passed Resolution No. 07-04 on February 26, 2007, which set forth the criteria for implementing a matching funds program with the neighborhood councils for neighborhood traffic calming;

WHEREAS, many neighborhood councils do not have available funds or access to grant funds necessary to meet the match requirement to implement a traffic calming project established pursuant to Resolutions No. 07-04 and No. 07- 05;

WHEREAS, it is the intent of the City Council to maximize the benefit to the citizens from traffic calming measures by utilizing federal and state matching and grant funds by coordinating the implementation of this resolution with the City's Capital Programs and the Six Year Street Plan;

WHEREAS, it is the desire of the City Council to utilize the knowledge and experience of the neighborhood councils and the Community Assembly to propose traffic calming measures; and

WHEREAS, the City conducted extensive public outreach with neighborhood councils and the general public to identify local priorities with respect to traffic calming endeavors; including the use of a consulting firm to draft proposed traffic calming solutions that incorporate neighborhood concerns and priorities; and

WHEREAS, as a result of a series of workshops hosted by the Council during the month of May, neighborhoods were provided an opportunity to rank proposed projects, and the Council continues to receive feedback and ideas from various neighborhood council meetings, committees, and boards, and continues to solicit input through its the Traffic Calming website; and

WHEREAS, after several years of allocating traffic calming funds the Council has determined that the best use of traffic calming funds, and the most cost-effective means to implementing traffic calming projects and the best method for availing projects of available grant funds and outside funding, is to outline a process that reviews and funds traffic calming projects from an annual cycle to a four-year cycle; and

WHEREAS, all revenues from automated traffic safety cameras programs are directed initially to the Traffic Calming Measures Fund, as established under SMC 07.08.148 (the "TCM Fund"); and

WHEREAS, in order to implement the intent of Council as expressed in Resolution No. 07-04 and No. 07-05, and to abide by current municipal code provisions relating to the use of revenues generated via automated traffic safety cameras and maintained in the Traffic Calming Measures Fund established under SMC 07.08.148, it is necessary to periodically revise the criteria for allocation of the funds to align with the realities of funding and implementing capital projects and traffic calming programs; and

WHEREAS, the Council wishes to establish the timing and criteria for allocation of TCM Funds for the years 2022-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the funds collected from infractions issued with automated traffic safety cameras and maintained in the Traffic Calming Measures Fund pursuant to SMC 7.08.148 ("TCM Funds") shall be used for traffic calming measures pursuant to the following criteria:

1) Funding shall first be allocated annually to reimburse the Police and Public Works and Utilities departments for their direct costs and third-party costs associated with administering the automated traffic safety camera program.

2) The balance of the TCM Funds shall be used for the installation of traffic calming measures. Traffic calming measures are primarily street elements and design features that encourage adherence to the speed limit to improve safety for pedestrians and bicyclists and improve the environment for residents (hereafter, "Primary Purposes"), but may also include (a) dedicated operational expenses of Spokane Police Department associated with specific and identified traffic calming enforcement measures as may be authorized by the City Council; and (b) acquisition and installation of specific equipment necessary to carry out traffic calming enforcement measures.

3) Funds for Primary Purposes shall be allocated between the three council districts equally on an annual basis to the extent practicable and consistent with best and most efficient use of available TCM Funds and third-party funds.

4) Funds for Primary Purposes for the years 2022-2025 shall be allocated to those projects set forth on the attached Exhibit A, with actual expenditures authorized based on the following methodology:

For Year 1:

- a. TCM Funds shall be allocated to those projects that are the top priority of a Council District 1 neighborhoods if the projected cost of each project is less than \$300,000; *provided*, if a neighborhood was in the bottom quartile of traffic calming spending since 2016, its top priority project may be funded up to \$500,000.

- b. TCM Funds shall be allocated to those projects that are the top priority of neighborhoods in Council Districts 2 and 3 that are in the bottom quartile of traffic calming spending since 2016, with each such neighborhood project funded up to \$500,000.
- c. Remaining TCM Funds may be allocated to top priority projects for other neighborhoods in Districts 2 and 3, up to \$300,000 for each project. If there are not sufficient TCM Funds to fund to finance all such projects in Council Districts 2 and 3, funds will be allocated first to top priority projects of those neighborhoods that had the least amount of traffic calming funding since 2016.
- d. If a top priority project of a neighborhood exceeds the applicable cap for Year 1 projects, the neighborhood can choose to either reserve those funds for a future year or drop down to a lower priority project that can be completed under the cap.
- e. If a neighborhood did not prioritize its projects, the least expensive project is presumed as its top choice.

Year 2

- a. TCM Funds shall be allocated first toward top priority projects for neighborhoods in Districts 2 and 3 that did not receive any funding in Year 1.
- b. With recommendation of the traffic calming subcommittee and approval of the City Council, TCM Funds may be allocated to special study projects from North Indian Trail, Altamont Circle and East 18th Avenue (between Upper Terrace Drive and Grand Avenue).
- c. Any remaining TCM Funds shall be allocated according to the Year 1 formula above.

Years 3-4

- a. TCM Funds shall be allocated first toward top priority projects for neighborhoods in any Council District that did not receive any funding in Years 1 and 2.
- b. Any remaining TCM Funds shall be allocated according to the Year 1 formula first, and then according to the year 2 formula.

5) Proposed projects shall be reviewed by the City Council and adopted as part of the City's Six Year Street Plan, as necessary.

6) The City Council's final determination of which projects to fund under the allocation process outlined above may be based in part on whether there is available state or federal matching or grant funds.

7) All traffic calming measures shall comply with accepted engineering design and traffic engineering standards. Projects involving residential street access shall also comply with the City of Spokane's 2004 Neighborhood Traffic Calming and Management Guideline for Residential Access Streets, when applicable. Furthermore, all traffic calming measures shall be constructed on a City of Spokane public right-of-

way and be constructed by the City through its own public works process.

8) Funds allocated pursuant to this resolution shall not be used to install improvements which are required to be installed by the developer or property owner as a condition for approval of a development.

9) Any project for traffic calming measures receiving funding from the TCM Fund will need City Council approval to proceed to construction.

10) Available TCM Funds which are not spent during a given budget year may be carried over into the next budget year and maintained in the TCM Fund.

11) Allocation of TCM funds shall be reviewed in October of each year and in conjunction with any review of any ordinance proposing to extend automated traffic safety camera program under SMC 16A.64.260.

BE IT FURTHER RESOLVED that any prior resolutions of the City Council relating to allocation of funds in the Traffic Calming Measures Funded shall be deemed rescinded except to the extent funds have already been allocated and encumbered pursuant to such resolutions.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.9 - Approval of new speed radar cameras

Martin, Abigail M.

Council Sponsor: CP Beggs

Currently there are several speed radar and photo red cameras in use across our City to enhance safety measures and funding Traffic Calming projects. Recently state law was revised to allow automated traffic safety cameras in school walk areas, park speed zones and hospital speed zones. areas, and hospital zones. All expanded locations are within 300ft of schools, hospitals, or park property. For school locations (majority), all revenue remains with the City of Spokane, once costs have been accounted for. For hospital and park property half of the revenue, once costs have been accounted for, goes to the State of Washington.

The proposed resolution expands the available locations of cameras and identifies specific locations. The proposed ordinance conforms SMC with the recent legislation and extends the period for use of cameras, currently set to expire in November 2023, to July 2028.

Attachments

[BP - Speed Camera Locations Approval.docx](#)

[ORD Amending SMC 16A.64.220 \(automated traffic cameras\)\(v3\)\(extending Auth~.docx](#)

[RES - Authorizing Use of Safety Cameras \(v2 06-23-23\)\(clean\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City of Spokane City Council office
Contact Name	Abigail Martin, Chris Wright
Contact Email & Phone	ammartin@spokanecity.org 509.625.6426
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Approval of new speed radar cameras
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Currently there are several speed radar and photo red cameras in use across our City to enhance safety measures and funding Traffic Calming projects. Recently state law was revised to allow automated traffic safety cameras in school walk areas, park speed zones and hospital speed zones. areas, and hospital zones. All expanded locations are within 300ft of schools, hospitals, or park <i>property</i>. For school locations (majority), all revenue remains with the City of Spokane, once costs have been accounted for. For hospital and park <i>property</i> half of the revenue, once costs have been accounted for, goes to the State of Washington.</p> <p>The proposed resolution expands the available locations of cameras and identifies specific locations. The proposed ordinance conforms SMC with the recent legislation and extends the period for use of cameras, currently set to expire in November 2023, to July 2028.</p>
Proposed Council Action	Ordinance authorizing expansion of camera use and resolution approving locations
<p>Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ATS is the contract we currently have for this work in the Traffic Calming program, and they source the installation of cameras and then recoup costs on the back end.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring See above.</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) This program generates revenue for the Traffic Calming program, which as previously briefed, is looking at a 4 year project cycle and developing into a sophisticated and complex project list. Expansion of our funding source allows greater opportunity for the project list to be realized.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? We have intentionally be strategic about camera location, not preying upon vulnerable communities, rather enhancing safety around schools, hospitals, and park property.</p>	
<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>	

ATS has done a great job collecting information for us and we are working with Accounting to ensure that camera location data can be accurately reported so that we are in compliance with what to apportion back to the State.

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

In addition to the data collected from ATS, we are able to assess over time what is working and what further enhancements to Traffic Calming might help our community become safer.

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

This proposal helps enhance our infrastructure, protects the nature of safe and vital neighborhoods, and is in alignment with the City Council's Traffic Calming subcommittee's goals.

ORDINANCE NO. _____

An Ordinance concerning the use of automated traffic safety cameras, extending the termination date for authorization to use automated traffic safety cameras, expanding the use of said cameras to school walk areas, public park speed zones, and hospital speed zones, and amending sections 16A.64.220 and 16A.64.260 of the Spokane Municipal Code.

WHEREAS, RCW 46.63.170 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

WHEREAS, consistent with RCW 46.63.170, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorizes the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

WHEREAS, in 2022 the Washington Legislature enacted Engrossed Substitute Senate Bill 5974, which expanded the permitted uses of automated traffic safety cameras under RCW 46.63.170 to include the detection of speed violations in roadways in school walk areas as defined in RCW 28A.160.160, as well as speed violations in public park speed zones and hospital speed zones; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” means, with respect to a given location, the area within a public park with active park use and extending 300 feet from the border of said park; and

WHEREAS, under RCW 46.63.170, as amended, “hospital speed zones” means, with respect to a given location, the area within hospital property and extending 300 feet from the border of hospital property; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” and hospital speed zones” must have signs posted alerting drivers to the location of said zones and to the use of automated traffic safety cameras; and

WHEREAS, it is necessary to amend SMC 16A.64.220 to conform to RCW 46.63.170, as recently amended, and to authorize the use of automated traffic safety cameras in school walk areas, public park speed zones, and hospital speed zones; and

WHEREAS, the current authorization to operated automated traffic safety cameras under Chapter 16A.64 of the Spokane Municipal Code expires on November 12, 2023, and the City Council, when renewing the authorization by ordinance, historically has extended the authorization in five-year increments; and

WHEREAS, the City Council intends to extend the current authorization to use automated traffic safety cameras for an additional five years.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 16A.64.220 of Chapter 16A.64 of the Spokane Municipal Code is amended as follows:

Section 16A.64.220 Procedures of Use of Automated Traffic Safety Cameras

The use of automated traffic safety cameras is authorized for issuance of notices of infraction for violations regarding obedience to traffic control devices for stoplights at two-arterial intersection and school speeding zones and is subject to the following requirements:

- A. Use of automated traffic safety cameras is restricted to the following locations:
 1. two-arterial intersections, ((and))
 2. school speeding zones, ((only-))
 3. School walk areas, as defined in RCW 28A.160.160,
 4. Public park speed zones, as defined in RCW 46.63.170, and
 5. Hospital speed zones, as defined in RCW 46.63.170.
- B. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle.
- C. A notice of infraction must be mailed to the registered owner of the vehicle within fourteen days of the violation, or to the renter of a vehicle within fourteen days of establishing the renter's name and address under SMC 16A.64.240(B). The law enforcement officer issuing the notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.
- D. The registered owner of a vehicle is responsible for an infraction under SMC 16A.64.270(A) unless the registered owner overcomes the presumption in SMC 16A.64.270(B), or, in the case of a rental car business, satisfies the conditions under SMC 16A.64.240(B). If appropriate under the circumstances, a renter identified under SMC 16A.64.240(B)(1) is responsible for an infraction.
- E. Pursuant to RCW 46.63.170(1)(f), notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.
- F. All locations where an automated traffic safety camera is used must be clearly marked by placing signs in locations that clearly indicate to a driver that he is entering a zone

where traffic laws are enforced by an automated traffic safety camera. Signage in public park speed zones and hospital speed zones shall conform to the requirements in RCW 46.63.170.

Section 2. Section 16A.64.260 of Chapter 16A.64 of the Spokane Municipal Code is amended as follows:

Section 16A.64.260 Termination of Authorization for Use of Automated Traffic Safety Cameras

The authorization granted in SMC 16A.64.220 to use automated traffic safety cameras for issuance of notices of infraction for violations regarding obedience to traffic control devices shall expire on (~~November 12, 2023~~) July 31, 2028, unless the city council takes legislative action to extend the authorization.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

RESOLUTION NO. 2023-_____

A resolution of the City of Spokane approving installation of automated traffic safety cameras and other matters related thereto.

WHEREAS, RCW 46.63.170 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

WHEREAS, consistent with RCW 46.63.170, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorizes the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

WHEREAS, consistent with RCW 46.63.170 and by various resolutions, the Spokane City Council previously authorized the use of automated traffic safety cameras at several locations within the City, including at six school locations and ten arterial intersections; and

WHEREAS, in 2022 the Washington Legislature enacted Engrossed Substitute Senate Bill 5974, which expanded the permitted uses of automated traffic safety cameras under RCW 46.63.170 to include the detection of speed violations in roadways in school walk areas as defined in RCW 28A.160.160, as well as speed violations in public park speed zones and hospital speed zones; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” means, with respect to a given location, the area within a public park with active park use and extending 300 feet from the border of said park; and

WHEREAS, under RCW 46.63.170, as amended, “hospital speed zones” means, with respect to a given location, the area within hospital property and extending 300 feet from the border of hospital property; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” and hospital speed zones” must have signs posted alerting drivers to the location of said zones and to the use of automated traffic safety cameras; and

WHEREAS, the City Council, in conjunction with this resolution, and by separate ordinance of the same date, amended SMC 16A.64.220 to permit the use of automated traffic safety cameras in school walk areas, public park speed zones, and hospital speed zones; and

WHEREAS, the City of Spokane, in conjunction with its traffic engineering staff, and after public outreach to citizens in the City, performed an engineering and traffic analysis and identified the locations of suitable public park speeding zones and hospital speeding zones in each City Council district, which locations are set forth in the “Proposed Locations for Automated Cameras in School Walk Areas, Public Park Speed Zones, and Hospital Speed Zones,” which is attached to this resolution as Exhibit “A” and made part of this resolution; and

WHEREAS, the Spokane City Council is requested to designate the locations set forth in the “Proposed Locations for Automated Cameras in School Walk Areas, Public Park Speed Zones, and Hospital Speed Zones” and to authorize the use of automated traffic safety cameras in those locations, subject to available funding.

NOW, THEREFORE BE IT RESOLVED, that, subject to available funding, the City Council approves the use of automated traffic safety cameras in the locations set forth in the attached “Proposed Locations for Automated Cameras in School Walk Areas, Public Park Speed Zones, and Hospital Speed Zones,” attached to this resolution as Exhibit “A”; and

BE IT FURTHER RESOLVED by the City Council that Exhibit A hereto may be amended in the future by further resolution of the City Council as recommended by the Spokane City/Traffic Engineer, or as may otherwise be required; and

BE IT FURTHER RESOLVED by the City Council that should any section, subsection, sentence or clause of this Resolution or Exhibit A is for any reason held to be invalid, such decision shall not affect the approval or validity of the remaining provisions of this Resolution and/or Exhibit A.

ADOPTED BY CITY COUNCIL on _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT A

Resolution 2023- _____

**Proposed Locations for Automated Cameras in School Walk Areas, Public
Park Speed Zones, and Hospital Speed Zones**

EXHIBIT A

Resolution 2023-_____

Proposed Locations for Automated Cameras in School Walk Areas, Public Park Speed Zones, and Hospital Speed Zones

	A	B	C	D	E
1	District 1	Project Description + Location- submitted by (NC or SPS)	Count 1: School Zone (300 feet)	Count 2: Hospital Zone	Count 3: Park property
2	Bemiss	NEWTech PREP at Rich + Regal- SPS	x		
3		Regal Elementary School at Rich + Regal- SPS	x		
4		Shaw Middle School at Garland/Empire + Cook- SPS	x		
5	Chief Garry Park				
6	Hillyard	Arlington Elementary School at Francis between Smith and Altamont- SPS	x		
7	Logan	Mission Park - Perry & Mission - CM			
8	Minnehaha				
9	Nevada Heights				
10	Riverside				
11	Shiloh Hills	N Standard St (8100) + E St Thomas Moore Way (300)- Shiloh Hills Elementary School- NC	x		
12		Friendship Park (7400 N Standard, parcel 36292.5404)- camera or 20mph- NC			x
13	Whitman				
14					
15	District 2				
16	Cliff/Cannon	Lewis & Clark HS - Washington & 4th - CM			
17	Comstock	High Drive between 37th + Bernard (or between W 33rd + 37th), both directions- NC			x
18		29th Ave + Comstock Park, near Post + Howard- NC			x
19		29th Ave + Manito Blvd- NC			x
20		Sacajawea Middle School/Jefferson Elementary School at Grand + 37th- SPS	x		
21		High Drive & 21st - CM			
22	East Central	Spokane Virtual Academy at Regal + Lacey- SPS	x		
23		Frances L. Scott Elementary at 5th + Rebecca- SPS	x		
24	Grandview/Thorpe				
25	Latah/Hangman				
26	Lincoln Heights	37th + Hamblen Park- Hamblen Elementary School- NC	x		
27		Ray St, Thornton Murphy Park + 27th at Thornton Murphy Park- NC			x
28		Southeast Blvd, at Upper Lincoln Park + 17th, at Lower Lincoln Park- NC			x
29		Lincoln Heights Elementary School at 22nd + Freya- SPS	x		
30		Franklin Elementary School at Upper Lincoln Park + 17th- SPS	x		
31		Adams Elementary School at 37th + Regal- SPS	x		
32		Chase Middle School at 4810 E 37th + Custer + 37th- SPS	x		
33	Manito/Cannon Hill	Wilson Elementary School at 25th + Lincoln- SPS	x		
34		Manito Park - Grand & 19th - CM			
35		Manito Park - Bernard & Shoshone - CM			
36	Rockwood				
37	Southgate				
38	West Hills				
39					
40	District 3				
41	Audubon/Downriver	Audubon Park- NW Blvd. + Alice, southbound- NC			x
42		Webster Park- NW Blvd. + Walton Ave, southbound- NC			x
43		Shadle Park- N Belt, between Wellesley + Longfellow, northbound (Glover Middle School)- NC	x		
44		Shadle Park High School at Ash + Heroy- SPS	x		
45	Balboa/South Indian Trail	Salk Middle School - Franis & Lindeke - CM			
46		Assumption Church/School - Indian Trail & Woodside - CM			
47	Browne's Addition				
48	Emerson/Garfield	Corbin Park, Waverly Place at East Oval and/or NW Oval- NC			x
49		Corbin Park, Park Place at East Oval and/or NW Oval- NC			x
50		Audubon Elementary, Carlisle + Belt- NC (or on NW Blvd? - CM)	x		
51	Five Mile Prairie				
52	North Hill	Madison Elementary School at Nebraska + Whitehouse- SPS	x		
53		Ridgeview Elementary School (relocation closer to crosswalk)- SPS	x		
54		Clark Playfield - Division & Garland - CM			
55		Franklin Park - Division & Queen - CM			
56		Loma Vista Park - Alberta & Columbia - CM			
57	North Indian Trail	Shawnee, between Farmdale + Woodridge- NC	x		
58		Lowell, between Indian Trail + Valerie- NC (or on Indain Trail? - CM)			x
59		Meadowlane Park - Indian Trail & Blackfoot - CM			
60	Northwest				
61	Peaceful Valley				
62	West Central	AM Cannon Park - Maxwell & Elm to Pettet & Mission - CM			

3.10

10 min

3.10 - Interim Parking Regulations for Housing

Gunn, Jeff

Council Sponsor: CM Bingle & CM Zappone

An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

| For Discussion

Attachments

[Interim Parking Regulations for Housing Briefing Paper.docx](#)

[Interim Ordinance - Parking Minimums FINAL.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Bingle, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Interim Parking Regulations for Housing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program
Proposed Council Action	Vote to approve July 10 th
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
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: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
This proposal aims to reduce the barriers to increasing affordable housing options in the city of Spokane and this may increase the opportunity of historically excluded communities to have access to affordable housing.	
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?	
Data on the number of increased units during the interim period will be collected.	

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?

It aligns with other policies aimed at increasing housing units in Spokane.

ORDINANCE NO. C-_____

AN INTERIM ZONING ORDINANCE concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for the Plan Commission to consider the removal of off-street parking requirements in residential areas in Center and Corridors and within one-half mile thereof, among other incentives, in order to create more opportunities for housing; and

WHEREAS, the City Council finds that this interim zoning ordinance and the housing it will allow are compatible with the City's residential neighborhoods and is consistent with the City's Comprehensive Plan which envisions a variety of housing types in the City's residential neighborhoods; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS the Mayor's July 26, 2021 proclamation also directed the City to expand the number of attached homes allowed, and to explore the use of an interim zoning ordinance to achieve immediate goals and objectives for increasing densities at transit stops and creating opportunities for a greater variety of housing; and

WHEREAS, the proposed actions will help to more fully implement the housing strategies specified in RCW 36.70A.600(1); and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and

WHEREAS, during its 2023 Regular Session, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1110 (the "Act"), legislation designed to encourage the creation of more middle housing in areas traditionally dedicated to single-family housing; and

WHEREAS, the Act includes, among other provisions, a prohibition on local requirements for off-street parking as a condition of permitting development of middle housing near certain transit stops; and

WHEREAS, on June 14, 2023, the Washington State Department of Commerce and appropriate state agencies were notified of the City's intent to adopt this Ordinance consistent with RCW 36.70A.106; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of No significance and Checklist were issued by Planning Services on June 23, 2023. The comment period ended on July 7, 2023; and

WHEREAS, prior to the City Council public hearing, a legal notice of public hearing was published in the *Spokesman-Review* on June 26th, 2023 and the notice of the proposed amendment was distributed to the City's agency/interested party list; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing institutions; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 7 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to assist in implementing the housing strategies specified in RCW 36.70A.600(1) and Engrossed Second Substitute House Bill 1110 in order to increase residential building capacity to help mitigate Spokane's housing shortage emergency.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until July 9, 2024, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect

the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to public transit usage, neighborhood impacts, displacement of at-risk communities, and success in generating new housing units.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on August 28, 2023. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Parking Regulations Adopted to Implement RCW 36.70A.600(1), to read as follows:

Chapter 17C.405

Section 17C.405.010: Interim Parking Regulations for Housing

A. Purpose.

The development of off-street vehicle parking spaces can add cost to housing projects. In order to allow for less-costly housing options, the standards of this section allow property owners to choose how much residential off-street parking to provide for their needs. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Applicability

This section applies to Residential Household Living land uses in all areas of the City. Residential Housing Living is defined in SMC 17C.190.110.

C. Expiration.

This section shall expire on July 9, 2024.

D. Adjustment to Minimum Required Parking Spaces.

Notwithstanding other provisions of Title 17C SMC, including table 17C.230-2, Residential Household Living uses located within one-half (.50) mile walking distance of transit stops shall not be required to provide off-street vehicle parking.

E. **Adjustment to Fees.**

Notwithstanding other provisions of Title 17C SMC, including SMC 17C.230.110(D), fees may be charged for the use of off-street vehicle parking spaces in connection with a Residential Household Living use.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

3.11

5 min

3.11 - Street Name Change: W Dean Ave to Joe Albi Way

Berberich, Taylor

Council Sponsor: CM Bingle & CM Zappone

Rename the stretch of W Dean Ave between Howard and Washington to Joe Albi Way.

| For Discussion

Attachments

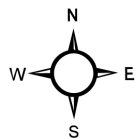
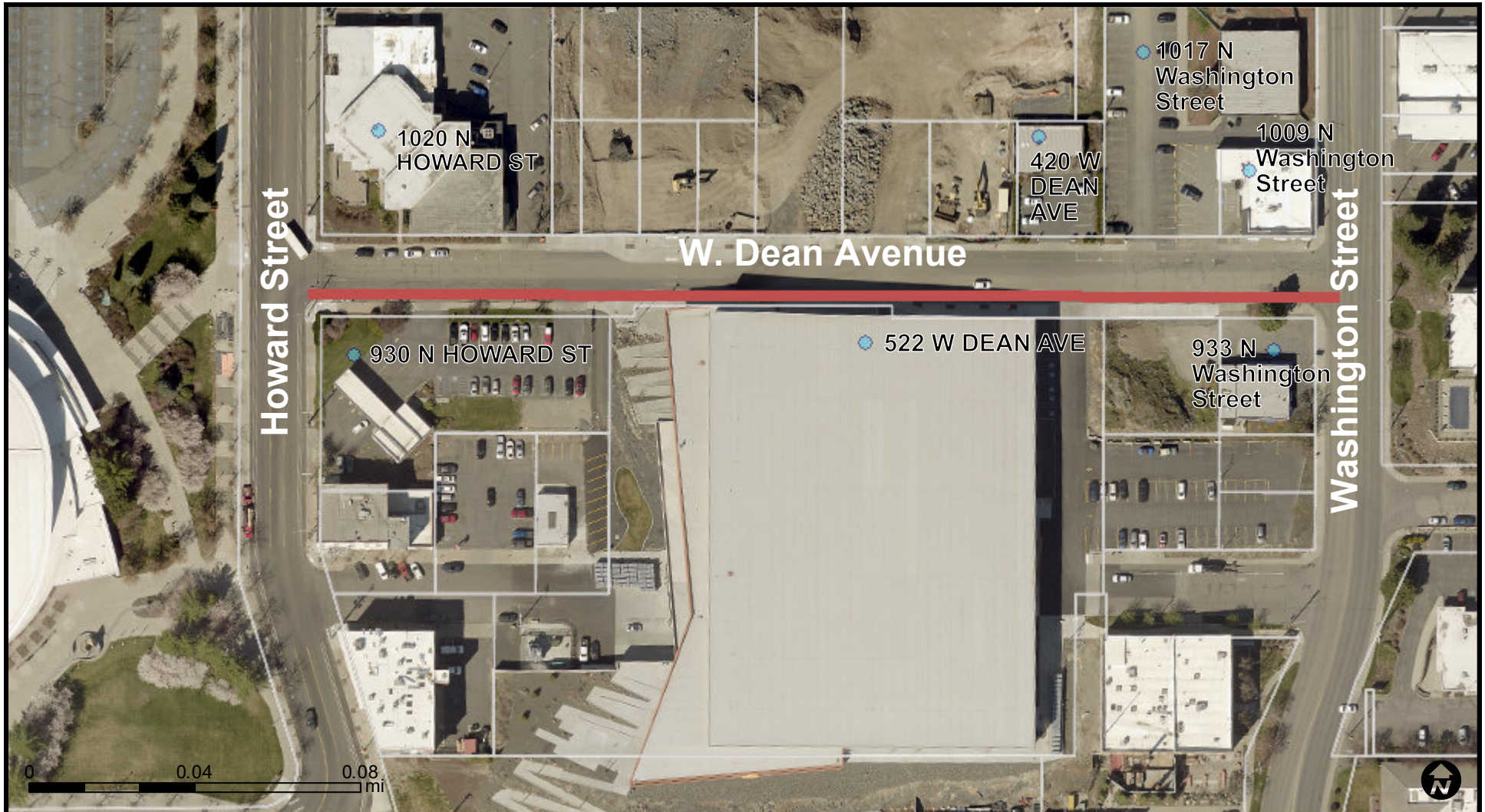
[PIES_Briefing Paper Dean to Joe Albi.docx](#)

[PIES Packet- Dean to Joe Albi Name Change.pdf](#)

[Draft Dean to Joe Albi Name Change ordinance- June 2023.pdf](#)

-Committee Agenda Sheet
Select Committee Name

Submitting Department	Planning and Economic Development
Contact Name	Taylor Berberich, Urban Designer
Contact Email & Phone	tberberich@spokanecity.org
Council Sponsor(s)	Jonathan Bingle, Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Street Name Change: W Dean Ave to Joe Albi Way
Summary (Background) *use the Fiscal Impact box below for relevant financial information	To recognize the legacy of the former stadium’s namesake Joe Albi, the School District has included in the design of the new Stadium an area near the front entry to be named “Joe Albi Plaza,” which will include a display plaque and the statue of Joe Albi (Joe Fan), once located in the former stadium. To further recognize the many contributions Joe Albi made to sports in Spokane, the District has submitted a Street Name Change Application to the City of Spokane, requesting to rename the section of West Dean Avenue between Washington Street and Howard Street to 'Joe Albi Way.' This section of West Dean Avenue is located adjacent to the Podium and the new downtown stadium currently being constructed.
Proposed Council Action	Approve
Fiscal Impact Total Cost: <u>none</u> 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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	
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? Staff has reviewed the application and finds that the proposed street name meets all the relevant criteria outlined in 17D.050A – Roadway Naming and Addressing. In addition, Spokane School District No. 81 has, by resolution No 2023-05, voiced its support for this proposal.	



Legend

- Parcel
- Project Limits
- Address Point

W. Dean Avenue

**That section between Howard Street and Washington Street
Dean Avenue Renaming**

City of Spokane GIS



THIS IS NOT A LEGAL DOCUMENT:

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



General Application

Rev.20180104

DESCRIPTION OF PROPOSAL

Request to rename the section of West Dean Avenue between Washington Street and Howard Street to "Joe Albi Way". This section of West Dean Avenue is located adjacent to the Podium and the new downtown stadium currently being constructed.

Address of Site Proposal (if not yet assigned, obtain address from Public Works before submitting application):

501 W. Gardner Avenue, Spokane WA 99201

APPLICANT

Name: Spokane Public School (Shawn Jordan – Chief Operations Officer)

Address: N. 200 Bernard, Spokane, WA 99201

Phone: 509-354-7227

Email: ShawnJ@Spokaneschools.org

PROPERTY OWNER

Name: Spokane Public Facilities District

Address: 720 W. Mallon, Spokane, WA 99201

Phone: 509-279-7000

Email: scurran@spokanepfd.org

AGENT

Name: Shawn Jordan, Chief Operations Officer, Spokane Public Schools

Address: N. 200 Bernard, Spokane WA 99201

Phone: 509-354-7227

Email: ShawnJ@Spokaneschools.org

Assessor's Parcel Numbers: 35181.4107

Legal Description of Site: _____

Development Services Center 808 West Spokane Falls Boulevard, Spokane, WA 99201-3336
my.spokanecity.org | Phone: 509.625.6300 | Fax: 509.625.6822

Size of Property: Public Right of Way _____

List Specific Permits Requested in this Application: _____

SUBMITTED BY:

Shawn Jordan

Applicant Property Owner Property Purchaser Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

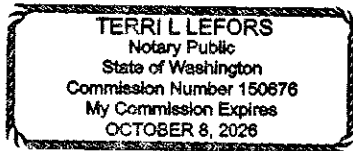
I, Shawn Jordan _____, agent owner of the above-described property, do hereby authorize _____ to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 1st day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Shawn Jordan to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Terri L. Lefors

Notary Public in and for the State of Washington, residing at

Spokane Washington

SPOKANE SCHOOL DISTRICT NO. 81
SPOKANE COUNTY, WASHINGTON

RESOLUTION NO. 2023-05

A RESOLUTION of the Board of Directors of Spokane School District No. 81, Spokane County, Washington, expressing its support to rename a portion of West Dean Avenue adjacent to the new downtown Stadium site as “Joe Albi Way”; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPOKANE SCHOOL DISTRICT NO. 81, SPOKANE COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the “Board”) of Spokane School District No. 81, Spokane County, Washington (the “District”), takes note of the following facts and makes the following findings and determinations:

(a) On November 6, 2018, the District’s voters approved a ballot proposition, submitted pursuant to District Resolution No. 2018-10 (the “2018 Election Resolution”), authorizing the District to undertake and finance certain capital projects, including to “... replace or renovate ... Albi Stadium ...” (the “Stadium Project”). Section 2(h) of the 2018 Election Resolution, which was incorporated by reference in the ballot proposition, further defined the Stadium Project to include: “Construct a new stadium to replace Albi Stadium on a site to be determined by the Board that will include, but not be limited to, a stadium facility, parking, locker rooms, restrooms, concessions and other capital facilities and improvements.”

(b) On March 10, 2021, downtown Spokane business community members presented a proposal requesting the Board consider constructing the Stadium Project in downtown Spokane, adjacent to the Spokane Arena and the Podium indoor sports facility.

(c) The District subsequently engaged the community to evaluate the downtown proposal for the Stadium Project, including: (1) conducting two public forums (the first on March 16, 2021 and the second on March 17, 2021) with the majority of those providing public comment in favor of the downtown location; (2) conducting a Thought Exchange from March 12 to March 31, 2021 that engaged 7,704 participants, received 11,223 “thoughts” from students, District staff, parents/guardians and community members and concluded “there is overwhelming support for a downtown stadium” with the highest rated themes being consideration of the Spokane Civic Theatre, student centric approach for access and scheduling and a strong relationship with the Spokane Public Facilities District (the “PFD”); and (3) receiving correspondence from District principals and athletic directors, Spokane Civic Theatre, Eastern Washington University, Washington State University and numerous elected officials and other community members.

(d) Upon hearing and consideration of the community feedback, the Board on April 21, 2021, adopted a motion to allow District staff to engage in negotiations to create a partnership with the PFD regarding the development and operation of the Stadium Project in downtown Spokane.

(e) Based on general terms of understanding negotiated by District and PFD staff, and after due consideration, and being fully informed and advised, the Board adopted Resolution No.

2021-13 to, among other actions, "... select and designate the Stadium Project to be constructed in downtown Spokane on an approximately five to seven acre site, which is bordered by Boone avenue to the north, Howard street to the west, Dean avenue to the south, and Washington street to the east, together with other sites necessary for parking and related facilities and improvements." Resolution No. 2021-13, § 2.

(f) Under the resulting partnership with the PFD, the District is constructing the Stadium Project at the downtown Spokane location. The PFD will maintain and operate the stadium, saving the District significant costs. In addition, the PFD will use the stadium for professional sports, concerts and other entertainment events when not in use by the District, resulting in significant community and economic benefit to the greater Spokane area.

(g) To recognize the legacy of the former stadium's namesake Joe Albi, the District has included in the design of the Stadium Project an area near the front entry to be named "Joe Albi Plaza," which will include a display plaque and the statue of Joe Albi (Joe Fan), once located in the former stadium. The current draft of the display plaque recognizes Joe Albi's accomplishments and history, as follows:

"The son of Italian immigrants and a lifelong Spokane resident, Joseph Aloysius Albi was more than a local businessman – he was a trial attorney, philanthropist, civic booster, diplomat, and sports supporter. The Spokane Daily Chronicle called him 'a man with a million ideas, every one of which was designed to help some deserving youngsters and to promote...his favorite city.' Albi founded the Athletic Round Table in 1920 and served as its president until his death 42 years later. During that time, he raised and distributed more than two million dollars for the Spokane sports community. His legacy includes Esmeralda Golf Course; Spokane Coliseum; the inaugural U.S. Women's Open golf tournament; numerous PGA Tour events, including the 1944 PGA Championship; and Spokane Memorial Stadium, which hosted everyone from the Green Bay Packers to Elvis Presley to Billy Graham. Renamed in honor of Albi just weeks before his death, the original stadium was demolished in 2022. Today's stadium is a modern testament to the visionary who transformed Spokane sports for good."

(h) To further recognize the many contributions Joe Albi made to sports in Spokane, the District has submitted a Street Name Change Application to the City of Spokane, requesting to rename a section of West Dean Avenue, located adjacent to the Stadium Project site between Washington and Howard Streets, to "Joe Albi Way" (the "Joe Albi Way Application").

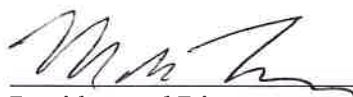
(i) The Board now desires to express its support of the Joe Albi Way Application.

Section 2. Declaration of Support. After due consideration, and being fully informed and advised, the Board hereby expresses its support for the Joe Albi Way Application.

Section 5. Effective Date. This resolution takes effective from and after its adoption.

ADOPTED by the Board of Directors of Spokane School District No. 81, Spokane County, Washington, at a regular open public meeting held this 24th day of May 2023.

SPOKANE SCHOOL DISTRICT NO. 81,
SPOKANE COUNTY, WASHINGTON



President and Director

ATTEST:



DR. ADAM M. SWINYARD
Secretary to the Board of Directors



SPOKANE CITY/COUNTY HISTORIC PRESERVATION OFFICE

*Providing historic property protection and development
services to the City of Spokane and Spokane County.*



June 2, 2023

Dear Shawn Jordan and Spokane Public Schools,

This letter is in response to a request from Spokane School District 81 to prepare a short sketch of the history of Dean Avenue and its namesake Chester Dean Ide. The request was prompted by the school district's proposed renaming of a section of Dean Avenue between Howard Street and Washington Street near the downtown stadium and Podium.

Based on the records examined by the Spokane Historic Preservation Office, Dean Avenue (originally Dean Street) was first named as such when Ide's Addition to Spokane was platted in 1883. Ide's Addition was platted by Chester Dean Ide, who shamelessly named the addition after himself. He also used his middle name (Dean, which was probably a family name) and his surname (Ide) for two of the street names.

Chester Dean Ide, and his wife (Lucy nee Loomis) and son (Clarence W. Ide), were significant in late 19th and early 20th century Spokane. Chester was born in Vermont in 1830. In his thirties, he fought in the Civil War with the Union Army as a member of the Wisconsin 25th Infantry Regiment. In 1878, just over a decade after the war ended, the Ides along with a group of thirty-five family members from Wisconsin moved to Spokan Falls via wagon train. Lucy Ide kept a daily journal during their move which can be viewed at the Ferris Archives at Northwest Museum of Arts and Culture.

The Ide family were among the earliest white individuals to arrive at the Spokan Falls townsite, three years before the city incorporated and over a decade before Washington statehood. Chester was a serial homesteader who received title for hundreds of acres of land from the federal government, land that was the ancestral territory of regional tribes including the Spokane Tribe of Indians. In 1880, Chester was appointed as the postmaster of the Mondovi Post Office in Spokane County, a position he held for three years. In 1881, Chester purchased 160 acres in the heart of Spokane from the Northern Pacific Railroad Company. As the city grew, Chester developed the land, which included most of the modern West Central Neighborhood, into a residential district. Chester lived in Spokane until his wife died in 1903 at which time he relocated to Seattle with his son, Clarence. Chester died in 1917 at 86 years old and he is interred at Greenwood Cemetery in Spokane.

Chester's son, Clarence, was 18 years old when the family moved to Spokan Falls. In the 1890s, he served as a Washington State Senator representing Spokane County during the first decade of statehood. He later relocated to western Washington where he became a US Marshall and customs officer. Clarence died in 1917 at just 56 years old in Seattle, just six months after the death of his father. Despite Clarence's untimely death, the family helped to initiate a long political legacy in Washington State. Clarence's daughter Irma Evans (nee Ide), who was active in politics herself, was the mother of Washington's legendary three term governor and United States

Senator, Daniel J. Evans, which makes Clarence the grandfather and Chester the great-grandfather of Governor Evans.

The Ides previously had a more prominent Spokane street in West Central along the north river bluff adorned with their family name, Ide Avenue, which has been reconfigured multiple times and renamed to Summit Parkway. Considering the loss of Ide Avenue, preserving Dean Avenue as a street name is of greater priority since the other street name memorializing the family has been changed. But, the original section of Dean Avenue, as platted by the Ides, was further west than the section proposed for renaming near the downtown stadium/Podium. The original section was between Elm Street and Cedar Street. When the area around the stadium/Podium was first platted as Keystone Addition in 1890, the name Dean Avenue was adopted for the section of section of road between Howard Street and Washington Street likely based on a city policy to use uniform street names for all streets that have alignment east to west and north to south.

Furthermore, the section of Dean Avenue near the downtown stadium/Podium is (and always has been) disconnected from the main contiguous portion of Dean which has an eastern terminus at Adams Street, half a dozen blocks to the west. The small section of Dean Avenue near the stadium/podium also does not proceed further to the east from Washington Street. It is a standalone section of Dean Avenue between Howard Street and Washington Street that is potentially ripe for renaming.

Sincerely,

A handwritten signature in blue ink, appearing to read "Logan Camporeale", with a large, stylized initial "L" and "C".

Logan Camporeale

ORDINANCE NO. xxxxx

An ordinance renaming A portion of West Dean Avenue from Howard Street to Washington Street to "Joe Albi Way."

WHEREAS, a roadway name shall be established or changed by Ordinance upon recommendation of the City Plan Commission, pursuant to the Spokane Municipal Code - Chapter 17D.050A; and

WHEREAS, Spokane School District proposes this change in honor of Joe Albi and his many years of dedicated advocacy for youth sports in Spokane, and

WHEREAS, the Spokane School District Board of Directors has put forward Resolution No. 2023-05 in favor of the change, and

WHEREAS, the Spokane Public Facilities District has shared a letter in support of the change, and

WHEREAS, the City Plan Commission held a workshop on June 14, 2023, a public hearing on June 28, 2023 to obtain public comments on the proposed street re-naming, after which the Plan Commission closed public testimony, and voted ___ to ___ to recommend approval of the name change to the Spokane City Council.

NOW, THEREFORE, the City of Spokane does ordain:

That W. Dean Avenue, extending from Howard Street to the west and Washington Street to the east, shall be re-named "Joe Albi Way."

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

3.12

5 min

3.12 - Broadband Infrastructure Expansion

Poulsen, Erik

Council Sponsors: CM Cathcart and CM Wilkerson

Establishing policy standards for broadband infrastructure expansion for the City of Spokane and supporting the digital strategy and broadband goals for the community and region.

| For Discussion

Attachments

[Broadband Infrastructure Expansion.docx](#)

[ORD - Broadband Policy \(v4 06-21-23\)\(Final\).docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	City Council
Contact Name	Virginia Ramos
Contact Email & Phone	vramos@spokanecity.org
Council Sponsor(s)	CP B. Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Establishing Policy Standards for Broadband Infrastructure
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Establishing policy standards for broadband infrastructure expansion for the City of Spokane and supporting the digital strategy and broadband goals for the community and region.
Proposed Council Action	
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Digital equity will be a focus to target infrastructure investment and programs that remove barriers, incentivize providers, and provide “lifeline” comparable services as required. Resolution would address affordable broadband for low-income households.	
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? Broadband infrastructure expansion will be operated in an economically non-discriminatory manner and comply with all state and federal procurement requirements.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A business plan will be developed, and the creation of active partnerships, and the development of an enterprise fund to properly capture current and new revenues generated off conduit or fiber leasing.	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The City must promote the opportunity to partner other government organizations, civic leaders, community organizations, civic leaders, community organizations, employers, workforce representatives, educators, policymakers and existing telecommunications providers to encourage adoption of broadband technology. The City and its partners must help build regional digital resiliency.

ORDINANCE C-_____

An ordinance establishing policy standards for broadband infrastructure expansion for the City of Spokane, supporting the digital strategy and broadband goals, adopting a new chapter 13.15 to Title 13 of the Spokane Municipal Code.

WHEREAS, the City finds that high-speed Internet access, referred to generically as “broadband” and including both terrestrial and wireless technologies, is essential 21st Century infrastructure in a digital world and global economy; and

WHEREAS, the City acknowledges that affordable broadband for low-income households, covered populations, and other digital equity programs will benefit all city residents; and

WHEREAS, the City recognizes gaps in broadband availability putting our local government agencies, businesses, residents, non-profit organizations, and other stakeholders at a disadvantage in pursuit of economic growth opportunities, education, healthcare, and other significant areas critical for a successful quality of life; and

WHEREAS, both Federal and State of Washington governments have committed to broadband standards and connectivity goals, and subsequently have developed funding programs for local government entities to actively participate in the expansion of broadband networks within their respective jurisdictions; and

WHEREAS, the City recognizes there is a unique opportunity to impact broadband deployment and adoption in its local government roles and responsibilities, including as a policy leader, planning body, approval agency, purchaser-consumer of communications equipment and information technology, and a service provider; and

WHEREAS, the City must promote the opportunity to partner with other government organizations, civic leaders, community organizations, employers, workforce representatives, educators, policymakers, and existing telecommunications providers to encourage adoption of broadband technology; and

WHEREAS, the increasing public dependency on broadband connectivity for basic life, health and welfare needs means the City and its partners must help build a regional digital infrastructure that is resilient and reliable; and

WHEREAS, the City should develop an integrated street penetration policy (also known as a “Dig Once” policy) to minimize street disruptions, preserve pavement life, lower overbuild and restricted access, all as they arise might arise from broadband infrastructure expansion;

WHEREAS, the City continues to streamline permitting and conduit/fiber use agreements to lower time and cost to access;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 13.15 to Title 13 of the Spokane Municipal Code to read as follows:

Chapter 13.15 Broadband Infrastructure

SMC 13.15.010 Purpose

SMC 13.15.020 Broadband Policy Standards

SMC 13.15.030 Digital Strategy and Broadband Goals

SMC 13.15.010: Purpose

The City of Spokane hereby adopts the following policy standards to guide the planning, development, implementation, and maintenance of broadband infrastructure expansion programs. This policy direction also sets goals and investment priorities to support activation of the goals and partner matching investment in the City of Spokane Digital Strategy and Broadband Initiative.

SMC 13.15.020: Broadband Policy Standards

A. PUBLIC BENEFIT

1. Broadband infrastructure expansion shall be pursued with a foundational intent of maximizing public benefit to the citizen taxpayers of City of Spokane. This shall include, but is not limited to the following:
 - a. Ensuring new infrastructure expansion is developed with an overarching purpose of benefitting residents and expanding their ability to connect to broadband networks of the highest speed and quality available.
 - b. Ensuring critical public facilities are located in areas of new infrastructure expansion are connected at no cost in perpetuity to broadband networks of the highest speed and quality available for the purposes of taxpayer savings, operational efficiency, and public safety.
 - c. Development of programs to promote resident technical expertise in use of the internet and fully leverage broadband investment.
2. **OPEN AND EQUAL NETWORK ACCESS**
 - a. Broadband infrastructure expansion is to be operated in an economically non-discriminatory manner, shall comply with all state and federal procurement requirements, and remain available for all qualified internet service providers to provide consumers with a competitive broadband marketplace. Internet service providers shall have the opportunity to win and retain business on price and service offerings compliant with external

funding award requirements and public bidding requirements, as applicable.

3. MAXIMIZE EXISTING NETWORKS

- a. The City shall maximize existing networks and prioritize existing network assets and capabilities to promote digital equity and highspeed internet for lower income populations.
- b. Broadband network expansion projects are to be developed to connect as many premises as possible by leveraging existing assets, and by reducing duplicative network construction (overbuild) to only that which is necessary for underserved populations as a lifeline type service.

4. PARTNERSHIPS AND STAKEHOLDER ENGAGEMENT

- a. The City shall encourage regional partnership and stakeholder engagement that is responsive to input and feedback.
- b. The City, through making available its significant broadband assets, shall actively seek partnerships to address infrastructure gaps, provide specialized services, and co-investment in digital infrastructure that helps multiple organizations needs at a shared cost.

5. MAXIMIZE PUBLIC INVESTMENT AND SUSTAINABILITY

- a. Investment in broadband infrastructure is for current and future community and economic development benefit that generates sustainable revenue streams and a real return on investment in 10 years or less. Broadband infrastructure must be weighed as an investment and not a cost.
- b. New broadband network expansion shall be considered and executed based on minimization of risk to the existing operating funds and revenue sources of the City of Spokane. This shall include minimization of potential liability and unanticipated costs in the development of project scope, construction of the physical network up to and including final premise connection, and ongoing maintenance of the entire network to industry standards and best practices.
- c. New revenue from network use by organizations or internet service providers would be a dedicated revenue stream to minimize additional cost to existing operational or capital budgets.

SMC 13.15.030 Digital Strategy and Broadband Goals

- A. The City of Spokane has a significant opportunity to be a primary partner and assist in making major investments in fiber infrastructure to influence the digital divide in our community. This results in better connected community members, facilities, educational and social service organizations, and operational infrastructure. This strategy facilitates large-scale internal and partner investment, prioritizes addressing the digital divide, and positively influences the digital infrastructure environment to

encourage economic development, and future community connectivity needs.

B. The City of Spokane adopts a digital strategy and broadband goals to guide and inform investment and partnership:

1. Make digital equity a focus to increase broadband adoption by targeted infrastructure investment and programs that remove barriers, incentivize providers, and provide “lifeline” comparable services as required;
2. Connecting current and future City and regional partner services (Public safety, transportation, health, etc.);
3. Leverage conduit and fiber assets to enable this strategy and provide revenue to expand and minimize street disruption;
4. Establishing an urban focused digital infrastructure “organization” to market and manage capacity and connections while preserving current and future City operational needs;
5. Create resilient digital infrastructure loops providing three routes out of region including east to ensure high availability and redundancy;
6. Become a critically needed tool for economic development, workforce development, and business attraction; and
7. Review and determine the need to facilitate more high-speed bandwidth and local Cloud exchange services into the region by supporting development of a local Internet Exchange Point.
8. Develop a data privacy policy that emphasizes that the City of Spokane prioritizes data privacy and will act through transparent practices and informed consent, ensuring personal data collection will be minimized and used solely for legitimate purposes, and will include robust security measures that protect against unauthorized access. The City’s data privacy policies and practices will be a condition of City partnership with third party providers.

C. The City of Spokane commits to prioritizing smart investment and grant matching to achieve the above goals. The City also supports the concept of partnership and shared investment, and shall promote the development of pilot projects to help inform and make future strategy and investment decisions. The City directs the following steps to support innovation, partnership, and initiatives that can deliver community value in the short and long term:

1. Develop the business plan and pro forma information for the City and its partners to identify realistic estimates of return on investment and the predicted economic benefit to the City once initial investments are paid off. Such business plan and pro forma will be used to prioritize the efforts and make incremental investments, if possible,

to help phase efforts over time based on available grant and other resources.

2. Develop active partnerships where co-investment of budget, personnel, assets, or other contributions of economic value that will ensure projects are implemented. Partnerships should include cost and asset sharing agreements to facilitate making end connections by a provider or directly through the open public network.
3. As may be provided in its annual budget, the City of Spokane shall sponsor a matching investment program using current or future potential grant resources and revenue received from digital infrastructure as initial funds for investment. This includes federal and state grant resources, especially where broadband is a targeted activity. The City may also review internal financing options such as an SIP loan to match with other funds to reach the goals.
4. As may be provided in its annual budget, the City of Spokane shall support the development of an enterprise fund to properly capture current and new revenues generated from conduit or fiber leasing, or other supporting activities, to ensure those funds are available as a sustainable revenue stream to support ongoing efforts.
5. The City of Spokane endorses the development of quasi-municipal or non-profit organizations to focus effort and support of these community broadband goals while preserving City asset ownership, fiscal sustainability, and operational needs.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

ADOPTED by the Spokane City Council this _____ day of July, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.13

10 min

3.13 - Lamonte Street Funding opportunity

Harris, Clint E.

Council Sponsor: CM Kinnear

District 81 is constructing a new location of their Sacajawea Middle School which will place new traffic along Lamonte Street. Lamonte Street is a local neighborhood street located between the Arterials of 29th and 33rd Avenues. This section of roadway is in poor condition and in need of roadway improvements to handle the anticipated traffic.

Attachments

[Lamonte St Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street Department
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Lamonte Street Paving
Summary (Background)	<p>District 81 approached the city with a request to fund a portion of Lamont Street just west of the new Sacajawea. In a similar situation to when District 81 was placing a new school along Wellesley at the old Football stadium, the new Sacajawea will focus a significant amount of bus and car traffic along Lamonte, a residential road. Only a portion of the roadway was identified as being District 81's responsibility to provide improvement leaving the remaining roadway in its current condition.</p> <p>District 81 will be putting in parking lots and bus loops adjacent to Lamonte coming this summer. They asked if the City would be interested in leveraging District 81's contract and the contractor to do the remaining of the repair/resurfacing of that section of Lamont. This would be a similar solution what occurred on Wellesley.</p> <p>\$178,000 is needed to ensure the complete roadway is addressed and ready to handle the new loading of traffic on this residential road. Members of the CTAB committee have identified \$100,000 in funds to put towards this missing section of roadway, however they did not have a quorum.</p> <p>While Traffic Calming funds were allocated to fully address the missing work on Wellesley, Lamonte would only need a portion of Traffic Calming funds (\$78,000) to ensure the entire roadway is ready for the new traffic loads the new school location will have on this neighborhood road.</p>
Proposed Council Action	Approve additional funding
<p>Fiscal Impact</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p>	

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

N/A this proposed funding would be addressing a missing section of roadway that District 81 will be impacting.

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

4 - Consent Items

4.1

4.1 - 4310 - Purchase of Access Frames and Covers

*Spence, Sibyl,
Lowdon, Michael*

Council sponsor - CM Kinnear, Co-Sponsor CM Bingle

The City's Wastewater Maintenance department requires ductile iron "SEWER" and "STORMWATER" covers and cast-iron frames in accordance with City Standard Plans and state/federal 'Buy America' requirements to support regular construction and maintenance projects for 2022.

Request for Quote (RFQ) # 5895-23 was issued on 5/3/2023 for these products and two quotes were received by the closing deadline on 5/18/2023. Award is recommended to D&L Supply Co., Inc. (Moses Lake, WA) as the low responsive, responsible bidder.

| For Information

Attachments

[Committee Agenda Briefing 5.23.2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	4310 Wastewater Maintenance
Contact Name & Phone	Mike Lowdon, 509.625.7909
Contact Email	mldowdon@spokanecity.org
Council Sponsor(s)	CM Kinnear, Co-Sponsor CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4310 Wastewater Purchase of Access Frames and Covers
Summary (Background)	<p>The City's Wastewater Maintenance department requires ductile iron "SEWER" and "STORMWATER" covers and cast-iron frames in accordance with City Standard Plans and state/federal 'Buy America' requirements to support regular construction and maintenance projects for 2022.</p> <p>Request for Quote (RFQ) # 5895-23 was issued on 5/3/2023 for these products and two quotes were received by the closing deadline on 5/18/2023. Award is recommended to D&L Supply Co., Inc. (Moses Lake, WA) as the low responsive, responsible bidder.</p>
Proposed Council Action:	Approval
Fiscal Impact:	<p>Total Cost: <u>\$95,375.00 including tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Wastewater budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>These products will be used on an as-needed basis throughout the City of Spokane.</p> <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>The use of these products is not impacted by demographic disparities.</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>These products have been used reliably for many years and remain specified according to 'tried and true' results.</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?

These products are procured in accordance with City Standard Plans and 'Buy America' requirements, as well as City Purchasing policies.

4.2

4.2 - FY2022 Continuum of Care (CoC) UFA Grant Award

Cerecedes, Jennifer

Council Sponsor: CM Kinnear

CHHS seeks approval to accept the fiscal year 2022 CoC Program awards of from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.

HUD FY2022 WA-502 CoC UFA Awards					
Organization	Project Intervention	Population	Project Number	Project or Award Name	FY 2022 Amount
City of Spokane	CoC Planning Project	N/A	WA0557U0T022200	City of Spokane CoC Planning	\$123,386
City of Spokane	UFA Cost Project	N/A	WA0558U0T022200	City of Spokane UFA Costs	\$123,386
Catholic Charities	Transitional Housing	Families	WA0109U0T022215	WA0109 Catholic Charities SMS TH	\$67,755
Volunteers of America	Permanent Supportive Housing	Chronic	WA0111U0T022215	WA0111 VOA PSH off Site	\$316,746
Volunteers of America	Transitional Housing	Pregnant & Parenting Youth	WA0126U0T022215	WA0126 VOA Alexandria's House	\$76,201
Volunteers of America	Permanent Supportive Housing	Chronic	WA0130U0T022215	WA0130 VOA Samaritana 05-06	\$756,463
Catholic Charities	Rapid Re-Housing	Families	WA0288U0T022209	WA0288 Catholic Charities RRH for Families	\$479,759
City of Spokane	System HMIS Project	N/A	WA0329U0T022207	WA0329 City of Spokane HMIS Project	\$197,468
SNAP	System Coordinated Entry	Singles	WA0330U0T022207	WA0330 SNAP Singles Homeless Coordinated Assessment	\$77,345
SNAP	Rapid Re-Housing	Singles	WA0331U0T022207	WA0331 SNAP RRH for Households without Children	\$187,576
YWCA	Rapid Re-Housing	Families	WA0353U0T022207	WA0353 YWCA RRH for DV Survivors for Households with Children	\$330,899
Catholic Charities	System Coordinated Entry	System Coordinated Entry	WA0373U0T022206	WA0373 Catholic Charities Homeless Families Coordinated Assessment	\$249,018
Catholic Charities	Permanent Supportive Housing	Chronic	WA0374U0T022206	WA0374 Catholic Charities PSH Consolidation	\$219,869
Catholic Charities	Permanent Supportive Housing	Chronic	WA0418U0T022204	WA0418 Catholic Charities PSH II	\$226,746
YWCA	Rapid Re-Housing	Families & Singles - DV	WA0420U0T022204	WA0420 YWCA RRH for Survivors of DV	\$333,068
Volunteers of America	Permanent Supportive Housing	Chronic	WA0457U0T022202	WA0457 VOA Hope House 2.0 PSH	\$183,156
Volunteers of America	Permanent Supportive Housing	Chronic	WA0511U0T022201	WA0511 VOA PSH Scattered Sites	\$206,648
Catholic Charities	Permanent Supportive Housing	Chronic	WA0512U0T022201	WA0512 Catholic Charities PSH Support Rent	\$204,154
					\$4,359,643

For Discussion

Attachments

[Council Briefing Paper - FY2022 CoC HUD Award.docx](#)

[Public Posting FY2022 Ranking CoC Board.pdf](#)

[Spokane_502 Award Letter.pdf](#)

[WA502-2022-Funding-Report.pdf](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community, Housing and Human Services
Contact Name	RaMona Pinto
Contact Email & Phone	rpinto@spokanecity.org; 509.625.6053
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FY2022 Continuum of Care (CoC) UFA Grant Award
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Housing and Urban Development requires each year the Spokane/Spokane County Regional Continuum of Care competes nationally through the HUD Continuum of Care Program for renewal funding for HUD-funded projects that support housing and services for people experiencing homelessness.</p> <p>Continuums of Care must review, and rank renewal and new projects submitted for funding through the local competition process. The CHHS Department announced Spokane's local competition for renewal projects on August 3, 2022, and for new projects on August 12, 2022. Fifteen renewal applications (two were new projects awarded in FY2021), one consolidation application, and one new project application were received.</p> <p>In FY 2022, each new and renewal project underwent a three-part review process:</p> <ol style="list-style-type: none"> 1. Project applications were first assessed for compliance with Housing First criteria, a HUD CoC requirement. 2. The CoC RFP and Funding Committee then reviewed the project-level performance data for each project and decided on the overall score and ranking of the projects. The CoC RFP and Funding Committee considered the following factors: Housing First ranking and project-level performance scores. The CoC RFP and Funding Committee then submitted the projects' ranking and funding recommendations to the CoC Board for final review and approval. 3. The CoC Board reviewed the rankings and recommendations and, on 9/21/2022, voted to accept the RFP and Funding Committee's recommendations, as presented, for submission to HUD. HUD awarded the Spokane/Spokane County CoC an award of \$4,359,643 to fund the one consolidation project and the 14 renewal projects. <p>The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant was awarded \$123,386. The City of Spokane was approved to continue its Unified Funding Status (UFA) in FY 2022, allowing greater budgetary flexibility to shift funds between projects to ensure all funds are fully expended. The UFA designation provides an additional \$123,386 to cover the administrative cost associated</p>

	<p>with this higher fiduciary and monitoring responsibility. HUD provides these two award totals based on the previous year's CoC funding allocations. These projects are not required to be ranked and cannot apply for more than HUD has designated. The CoC Planning grant and the UFA Costs award are not guaranteed for renewal in future years. Total CoC HUD funding increased from \$4,333,859 in FY 2021 to \$4,359,643 in FY 2022.</p> <p>The City of Spokane CHHS Department is contracted with the CoC through 12/31/2027 to serve as the Collaborative Applicant in submitting funding applications to HUD, administering sub-recipient contracts, and providing other support efforts on behalf of the CoC. As the Collaborative Applicant, CHHS requests approval to accept the HUD CoC awards and to enter into sub-recipient agreements with the award grantees.</p> <p>HUD award letter, the CoC's priority ranking of projects, and a list of the funded projects are attached to this briefing paper.</p>
<p>Proposed Council Action & Date:</p>	<p>CHHS seeks approval to accept the fiscal year 2022 CoC Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.</p>
<p>Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: HUD</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>All CoC HUD-funded projects are required to provide a match contribution equivalent to 25% of the total project's budget. All awarded projects have submitted match letters committing to the match requirement.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The CoC continually looks for strategies to increase services to historically excluded communities. Historically excluded or underrepresented communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. The organizations receiving these HUD awards continually review their policies and procedures for ways to decrease the equity disparity in homeless populations.</p>	
<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>	

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC and the City's analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

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

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC's and HUD's performance metrics. This information is used to score subrecipients for ranking during the renewal process each year. Lower scored projects may not receive funding in future years. This was evidenced in the FY 2021 award when HUD eliminated funding for Spokane's three lowest performing projects.

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

The City actively participated in the development of the 5-year strategic plan to end homelessness. The services funded through the CoC HUD award align with the 5-year strategic plan to end homelessness.

Population	Number	Type	Average	Staff	Total	ARD	
System (HMIS)	WA0329	HMIS	0			\$	197,468
NEW PSH (CCEW)	WA0512	PSH	0	97.58	97.58	\$	204,154
NEW PSH (VOA)	WA0511	PSH	0	95.8	95.80	\$	206,648
System	WA0373	CE	51.50	45	96.50	\$	249,018
Families	WA0288	Joint TH & PH-RHH	51.33	45	96.33	\$	479,759
Families	WA0109	TH	51.83	43.59	95.42	\$	67,755
Families & Singles - DV	WA0420	RRH	51.17	42.53	93.70	\$	333,068
Chronic	WA0418	PSH	50.00	43.47	93.47	\$	226,746
Chronic	WA0374	PSH	50.00	43.39	93.39	\$	219,869
Chronic	WA0111	PSH	49.00	43.39	92.39	\$	316,746
Chronic	WA0457	PSH	48.33	43.47	91.80	\$	183,156
System	WA0330	CE	49.00	42.75	91.75	\$	77,345
Chronic	WA0128	PSH	48.25	43.39	91.64	\$	756,463 Consolidation
Chronic	WA0129	PSH	48.25	43.39	91.64		
Chronic	WA0130	PSH	48.25	43.39	91.64		
Chronic	WA0218	PSH	48.25	43.39	91.64		
Families - DV	WA0353	RRH	46.50	42.53	89.03	\$	330,899
						\$	3,849,094 Total
						\$	3,907,227 Tier 1 Threshold
Pregnant & Parenting Youth	WA0126	TH	45.17	41.93	87.10	\$	76,201
Singles	WA0331	RRH	44.83	42	86.83	\$	187,576
<i>CoC Bonus Funds Project NEW S' NEW</i>							
		CE	43.67	42.5	86.17		New

The RFP and Evaluation committee recommends:

Presenting the projects to HUD as ranked in the table above.

CoC Bonus Funds New Project Application

The RFP Committee recommends funding the new project expansion project if, 1.) HUD funds a WA502 CoC Bonus Project, 2.) The provider is willing to accept an MOU with the CoC as a system-critical component of the CoC - subject to performance reviews as per an MOU.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

March 28, 2023

Ms. Jennifer Cerecedes
Director, Community, Housing and Human Services
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Ms. Cerecedes:

Congratulations! I am delighted to inform you of the funding for your project(s) under HUD's Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants for a total of \$4,359,643.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2022 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each project. HUD field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

A handwritten signature in black ink, appearing to read "Marion McFadden".

Marion McFadden
Principal Deputy Assistant Secretary
Office of Community Planning and Development

Enclosure

WA0109U0T022215

WA0109 Catholic Charities SMS TH FY 2022

\$67,755

WA0111U0T022215

WA0111 VOA PSH off Site FY 2022

\$316,746

WA0126U0T022215

WA0126 VOA Alexandria's House FY 2022

\$76,201

WA0130U0T022215

WA0130 VOA Samaritan 05-06 FY 2022

\$756,463

WA0288U0T022209

WA0288 Catholic Charities RRH for Families FY 2022c

\$479,759

WA0329U0T022207

WA0329 City of Spokane HMIS Project FY 2022

\$197,468

WA0330U0T022207

WA0330 SNAP Singles Homeless Coordinated Assessment FY 2022

\$77,345

WA0331U0T022207

WA0331 SNAP RRH for Households without Children FY 2022

\$187,576

WA0353U0T022207

WA0353 YWCA RRH for DV Survivors for Households with Children FY 2022

\$330,899

WA0373U0T022206

WA0373 Catholic Charities Homeless Families Coordinated Assessment FY 2022

\$249,018

WA0374U0T022206
WA0374 Catholic Charities PSH Consolidation FY 2022
\$219,869

WA0418U0T022204
WA0418 Catholic Charities PSH II FY 2022
\$226,746

WA0420U0T022204
WA0420 YWCA RRH for Survivors of DV FY 2022
\$333,068

WA0457U0T022202
WA0457 VOA Hope House 2.0 PSH FY 2022
\$183,156

WA0511U0T022201
WA0511 VOA PSH Scattered Sites FY 2022
\$206,648

WA0512U0T022201
WA0512 Catholic Charities PSH Support Rent FY 2022
\$204,154

WA0557U0T022200
City of Spokane CoC Planning FY 2022
\$123,386

WA0558U0T022200
City of Spokane UFA Costs FY 2022
\$123,386

Total Amount: **\$4,359,643**

HUD FY2022 WA-502 CoC UFA Awards

Organization	Project Intervention	Population	Project Number	Project or Award Name	FY 2022 Amount
City of Spokane	CoC Planning Project	N/A	WA0557U0T022200	City of Spokane CoC Planning	\$123,386
City of Spokane	UFA Cost Project	N/A	WA0558U0T022200	City of Spokane UFA Costs	\$123,386
Catholic Charities	Transitional Housing	Families	WA0109U0T022215	WA0109 Catholic Charities SMS TH	\$67,755
Volunteers of America	Permanent Supportive Housing	Chronic	WA0111U0T022215	WA0111 VOA PSH off Site	\$316,746
Volunteers of America	Transitional Housing	Pregnant & Parenting Youth	WA0126U0T022215	WA0126 VOA Alexandria's House	\$76,201
Volunteers of America	Permanent Supportive Housing	Chronic	WA0130U0T022215	WA0130 VOA Samaritan 05-06	\$756,463
Catholic Charities	Rapid Re-Housing	Families	WA0288U0T022209	WA0288 Catholic Charities RRH for Families	\$479,759
City of Spokane	System HMIS Project	N/A	WA0329U0T022207	WA0329 City of Spokane HMIS Project	\$197,468
SNAP	System Coordinated Entry	Singles	WA0330U0T022207	WA0330 SNAP Singles Homeless Coordinated Assessment	\$77,345
SNAP	Rapid Re-Housing	Singles	WA0331U0T022207	WA0331 SNAP RRH for Households without Children	\$187,576
YWCA	Rapid Re-Housing	Families	WA0353U0T022207	WA0353 YWCA RRH for DV Survivors for Households with Children	\$330,899
Catholic Charities	System Coordinated Entry	System Coordinated Entry	WA0373U0T022206	WA0373 Catholic Charities Homeless Families Coordinated Assessment	\$249,018
Catholic Charities	Permanent Supportive Housing	Chronic	WA0374U0T022206	WA0374 Catholic Charities PSH Consolidation	\$219,869
Catholic Charities	Permanent Supportive Housing	Chronic	WA0418U0T022204	WA0418 Catholic Charities PSH II	\$226,746
YWCA	Rapid Re-Housing	Families & Singles - DV	WA0420U0T022204	WA0420 YWCA RRH for Survivors of DV	\$333,068
Volunteers of America	Permanent Supportive Housing	Chronic	WA0457U0T022202	WA0457 VOA Hope House 2.0 PSH	\$183,156
Volunteers of America	Permanent Supportive Housing	Chronic	WA0511U0T022201	WA0511 VOA PSH Scattered Sites	\$206,648
Catholic Charities	Permanent Supportive Housing	Chronic	WA0512U0T022201	WA0512 Catholic Charities PSH Support Rent	\$204,154
					\$4,359,643

4.3

4.3 - 4100 - Indian Trail Water Tower Irrigation & Landscape Project

*Prince, Thea,
Sakamoto, James*

Council Sponsors: CM Kinnear & CM Bingle

Public Works Contract with Clearwater Summit Group (Spokane, WA) for the site preparation, installation of new irrigation system, installation of new landscaping and initial maintenance of such at the Indian Trail Water Tower. 4546 W Strong Road, Spokane WA.

| For Information

Attachments

[IPWQ #5879-23 PIES Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water Department
Contact Name	Jim Sakamoto
Contact Email & Phone	jsakamoto@spokanecity.org 625-7854
Council Sponsor(s)	CM Kinnear and CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Indian Trail Water Tower Irrigation & Landscape Project
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Public Works Contract with Clearwater Summit Group (Spokane, WA) for the site preparation, installation of new irrigation system, installation of new landscaping and initial maintenance of such at the Indian Trail Water Tower. 4546 W Strong Road, Spokane WA. An Informal Public Works Quote was issued with three responses being received, Clearwater Summit Group being the lowest responsive responsible bidder.
Proposed Council Action	Approve Contract
Fiscal Impact	
Total Cost: <u>\$75,296.11</u>	
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: Water Department Budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



4.4

4.4 - 5100 - Pre-Approval to purchase 4-5 used vehicles

*Prince, Thea,
Giddings, Richard*

Council Sponsor: CM Kinnear

Fleet Services would like to receive pre-approval to purchase 4-5 used vehicles for the Police Department. With the long lead time in getting the new K-8 Police Interceptors – purchasing used vehicles will help fill the gap. Receiving pre-approval on the purchase of these 4 -5 units will allow us to purchase the units as we find them. Funding for these is included in the Police Department budget.

| For Information

Attachments

[Pre-Approval of 4-5 Used Vehicles - Police 6.14.23.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgidding@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 PURCHASE OF 4-5 USED VEHICLES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to receive pre-approval to purchase 4-5 used vehicles for the Police Department. With the long lead time in getting the new K-8 Police Interceptors – purchasing used vehicles will help fill the gap. Receiving pre-approval on the purchase of these 4 -5 units will allow us to purchase the units as we find them. Funding for these is included in the Police Department budget.
Proposed Council Action	Approve pre-approval
Fiscal Impact Total Cost: <u>\$160,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various Department Replacement Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be collected by Fleet in order to analyze and compare lifecycle cost and fuel efficiency.	
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 Capital improvement Plan and Fleet Policy.	

4.5

4.5 - SWD-Conveyor Belt Purchase/Install

Paine, David

CM's Kinnear and Bingle. Contract for the as-needed purchase and installation of conveyor belts at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Applied.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM's Kinnear and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for the as-needed purchase and installation of conveyor feed belts at the Waste to Energy Facility.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility operates continuously throughout the year incinerating refuse. The refuse and resulting ash is carried throughout the facility utilizing conveyors. In the event of a conveyor belt failure, there needs to be an immediate response to repair or replace the belt to minimize down time. Unfortunately, there are very long lead times for the purchase of replacement belts, so they need to be purchased and available prior to a failure.</p> <p>On May 17, 2023 bidding closed on IPWQ 5891-23 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies, of Spokane, WA was the only respondent. The initial contract award will be for two years, with the option of two (1) one-year renewals, from July 1, 2023, through June 30, 2023. The anticipated two-year expense should not to exceed \$210,000.00 plus tax.</p>
Proposed Council Action	Approval of contract award
Fiscal Impact	<p>Total Cost: 2023-\$135,000.00 2024-\$75,000.00 \$210,000.00 plus tax total</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</p>
	<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>

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

4.6

4.6 - SWD-Spokane County Disposal ILA Amendment

Averyt, Chris

CM's Kinnear and Bingle. Amendment #4 to the Disposal Interlocal Agreement between the City and Spokane County.

| For Information

Attachments

[Briefing Paper-Spokane County ILA Amendment.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509-625-6540
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment #4 to the Disposal Interlocal Agreement between the City of Spokane and Spokane County.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2014, under Resolution No. 14-0131 and OPR 2014-0060, an Interlocal Agreement (ILA) outlining the transfer and disposal of solid waste between the City and County was finalized. The ILA laid the foundation for a smooth transition of the management of the Regional Solid Waste System from the City to the County, effective November 17, 2014. The City and County have worked together very effectively under the terms of that ILA, providing reliable solid waste transfer and disposal services to all the member jurisdictions of the Regional Solid Waste System.</p> <p>In 2017, the ILA was amended to adjust the disposal rate for the County, eliminate the termination clause and amend the term to five years with five 1-year extension options. This will be the first 1-year extension and run from September 1, 2023, through November 17, 2024.</p> <p>The provisions of this ILA amendment/extension include:</p> <ul style="list-style-type: none"> • An increase of the County's disposal rate from \$57.07/ton to \$65.00/ton • Extension of the term to November 17, 2024, which will allow the County time to complete their RFP for an operator for the transfer stations. • Add attachments C&D, which identify the City of Spokane as part of the Solid Waste Comprehensive Plan and Spokane County Regional Solid Waste System. These are components of other ILA's between the County and their membership jurisdictions but was not included in the original ILA. These services have been performed during that time, i.e. the City has been a participant in the County Solid Waste Management Plan, enforced flow control, etc. but this actually formalizes that.
Proposed Council Action	Council approval of Amendment #4 to the ILA
Fiscal Impact Total Cost: <u>Anticipated annual revenue of \$7,800,000.00</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 type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

This proposal would ensure approved and permitted disposal of solid waste so that historically excluded communities are not impacted by a lack of services.

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

N/A- The City and County Solid Waste System do not have access to this type of customer data in relation to solid waste.

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

Waste volumes and associated revenues are closely monitored on a monthly basis which allows the City and County staff to collaborate effectively and streamline procedures for weighing and tracking loads from the two County Transfer Stations. Also, the coordination of special services related to educational programs and promotion of waste reduction, recycling and composting have shown highly effective outcomes through this type of collaboration.

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 ILA amendment aligns with the Comprehensive Solid Waste Management Plan, which is a requirement under RCW 70A.205.040. The purpose of the requirement is to plan for solid waste and materials reduction, collection, handling and management services and programs throughout the state, as designed to meet the unique needs of each county and city in the state. This ILA formally establishes that relationship and other provisions of the plan between the City and County.

4.7

4.7 - 1100 - Streets Nuvo Gap VB Renewal

Harris, Clint E.

Council Sponsor: CM Kinnear

Renewal of a purchasing Value Blanket for Nuvo Gap Product

| For Information

Attachments

[1100 - Nuvo Gap VB Renewal.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 - Nuvo Gap Value Blanket Renewal
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department would like to renew a Value Blanket contract for the purchase of no more than 80k of Nuvo Gap from Specialty Asphalt. This blanket's pricing is based upon the pricing found on state contract #01211</p> <p>Nuvo Gap is a product that will preserve the lift and integrity of city roadways where cracks larger than 1" across have formed, preventing further degradation from moisture freeze/thaw cycles</p>
Proposed Council Action	Consent approval for value blanket renewal, PIES 6/26/2023
Fiscal Impact Total Cost: <u>80,000.00</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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

4.8

4.8 - 1100 - Streets SA Premier VB Renewal

Harris, Clint E.

Council Sponsor: CM Kinnear

Renewal of SA Premier sealant product value blanket for the Street Department.

| For Information

Attachments

[1100 - SA Premier Sealant VB Renewal.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 509-625-7744
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – SA Premier Value Blanket Renewal
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<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"> 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 This blanket's pricing is based upon the pricing found on state contract #01211 Funding for this will be through the Street Dept. Budget
Proposed Council Action	Consent approval for value blanket renewal, PIES 6/26/2023
Fiscal Impact Total Cost: <u>125k</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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



4.9

4.9 - MOU for Cost sharing for match component of Cooper

George, Trey

Council Sponsor: CM Kinnear. Consent request to finalize cost sharing MOU with City of Spokane Valley and Spokane County for match amount of grant funded TAPE Project.

| For Decision

Attachments

[TAPE Project-Eff Study_PIES Briefing_June 2023.docx](#)

[MOU Bioretention Cell Effectiveness Study_DRAFT v2.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Wastewater Management
Contact Name	Trey George
Contact Email & Phone	jgeorge@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MOUs for cost sharing of 1) grant award match component and 2) direct costs for to perform cooperative Bioretention Soil Media TAPE Project and Effectiveness Study, respectively.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Grant application WQC-2023-Spokane-00120 for a TAPE Project, titled Bioretention Soil Media Study: Development of Non-Vegetated BMPs, was awarded to the City of Spokane July 1, 2022. Additionally, the Eastern Washington Phase II Stormwater Permit requires the performance of an Effectiveness Study, which is planned to be performed in concert with the TAPE Project. The project study and will both be administered cooperatively by Spokane County, City of Spokane Valley, and City of Spokane (Lead Entity), and will be performed by a consultant to be determined.</p> <p>The combined focus of the proposed project and study is to evaluate the effectiveness of the two engineered soils to determine if they can achieve treatment performance criteria without surface vegetation. Results from this project will be used to support the development of a modified bioretention best management practice that is approved for general use for stormwater treatment. Implementation of this technology as an approved stormwater treatment method will allow stormwater facilities to eliminate turf grass as a surface treatment, and support the City’s water conservation goals while continuing to provide the treatment that is necessary for stormwater runoff.</p> <p>The TAPE Project grant award for \$300,000 of reimbursable costs requires a 25% match, with total estimated project costs of \$400,000 to be split equally by each cooperative partner. The contract with Ecology for the grant funding is anticipated to be issued by July 2023.</p> <p>The Effectiveness Study estimated total costs are \$101,035, where each cooperative partner will contribute up to \$33,678.</p> <p>An RFQu to perform both the TAPE Project and Effectiveness Study in concert was published in May 2023 in a request for bids. A consultant was identified to provide the award to perform the work, and a draft contract is currently being developed.</p> <p>The draft MOU for the TAPE Project was signed by Spokane County and the City of Spokane Valley January 2023, and is ready to be finalized by the City of Spokane.</p>

	<p>The draft MOU for the Effectiveness Study is currently being reviewed by Spokane County and City of Spokane Valley for approval, and will be returned to the City of Spokane with signatures upon approval for finalization.</p>
<p>Proposed Council Action</p>	<p>Provide consent for the TAPE Project MOU an Effectiveness Study MOU for finalization by City of Spokane leadership</p>
<p>Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: There is a 25% Match requirement of total project costs of up to \$100,000, which will be split equally by the three partnering jurisdictions. Total project match costs for the City of Spokane are 1/3 of \$100,000 (\$33,000) over the course of 3 years.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A – This is a grant funded research project to determine if vegetation is necessary for a swale to function. The outcome of the study will be applicable all swales everywhere.</p>	
<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>N/A – See above comment.</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>Data will be collected per the TAPE program requirements to ensure appropriate QA/QC is occurring to validate data that is generated.</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 project aligns with the goals of the City of Spokane Water Conservation Plan in that the results may demonstrate that vegetation is unnecessary to provide adequate treatment to stormwater, thereby eliminating the need for irrigation.</p>	

City Clerk No. _____

Spokane County No. _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", SPOKANE COUNTY, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "County", and CITY OF SPOKANE VALLEY, a Washington State municipal corporation, whose address is 10210 E. Sprague Ave., Spokane Valley, Washington, 99206, as "Valley" , and collectively referred to, along with the City, as the "Parties."

WHEREAS, the City, County, and Valley are each independent permittees of the Eastern Washington Phase II Municipal Stormwater Permit (permit), issued by Washington State Department of Ecology (Ecology); and

WHEREAS, Section S8.A.2 of the permit requires permittees to coordinate with other permittees to plan and begin a Stormwater Management Program Effectiveness Study by serving as the Lead Entity, or as a Participant that contributes staff time, in-kind services, and/or funding; and

WHEREAS, the City, County, and Valley have agreed to cooperatively perform a study to evaluate the seasonal variability of stormwater treatment efficacies in non-vegetated bioretention cells in order to satisfy the conditions of Section S8.A.2 of the permit; and

WHEREAS, as Lead Entity of the Study, the City independently submitted to Ecology the Detailed Study Design Proposal titled Non-Vegetated Bioretention Study: An Evaluation of Stormwater Treatment of in Variable Seasonal Conditions ("Study"), see Attachment "A"; and.

WHEREAS, as Participant of the Study, the County independently submitted to Ecology the Detailed Study Design Proposal titled Non-Vegetated Bioretention Study: An Evaluation of Stormwater Treatment of in Variable Seasonal Conditions, see Attachment "A"; and

WHEREAS, as Participant of the Study, the Valley independently submitted to Ecology the Detailed Study Design Proposal titled Non-Vegetated Bioretention Study: An Evaluation of Stormwater Treatment of in Variable Seasonal Conditions, see Attachment "A"; and

WHEREAS, a qualified consultant with appropriate expertise specific to the components of

the study design will be contracted to implement the Study; and

WHEREAS, as the Lead Entity of the project the City will initiate a contract with a qualified consultant to implement the Study following the City’s procurement process; and

WHEREAS, the City will be responsible for one third of the costs to perform the Study to include equipment, materials, and consulting fees; and

WHEREAS, the County will be responsible for one third of the costs to perform the Study to include equipment, materials, and consulting fees; and

WHEREAS, the Valley will be responsible for one third of the costs to perform the Study to include equipment, materials, and consulting fees; and

WHEREAS, the Parties desire to execute a Memorandum of Understanding (MOU) that clarifies the funding and contracting responsibilities of the Parties.

NOW, THEREFORE:

The Parties agree as follows:

1. PURPOSE.

The purpose of this MOU is to formalize the arrangement between the Parties for the implementation of the Detailed Study Design Proposal titled Non-Vegetated Bioretention Study: An Evaluation of Stormwater Treatment of in Variable Seasonal Conditions (“Study”), Attachment A, with the City as the Lead Entity, the County as a Participant, and the Valley as a Participant.

2. RESPONSIBILITIES.

A. The City shall:

Provide oversight for a contracted consultant to be responsible to maintain Study records; develop Study documentation and coordinate reviews, perform stormwater monitoring at the Study site, and develop annual reports, a final Technical Evaluation Report, and a Fact Sheet for the Study as defined in the Detailed Design Proposal.

Provide feedback, from a practitioner’s perspective, on the Study design and objectives, review the data as it becomes available, and review all documents prior to submission to Ecology.

Submit payment for the invoices submitted to the City by the contracted consultant for the cost

of the Study.

Provide the County and the Valley copies of each invoice received from the contracted consultant.

B. The County Shall:

Provide feedback, from a practitioner’s perspective, on the Study design and objectives, review the data as it becomes available, and review all documents prior to submission to Ecology.

Within 30 days of receiving copies of the invoices received by the contracted consultant for the Study, the County will submit payment to the City for one third (1/3) of each invoice.

The County shall submit payments to: LaVonne Martelle , Accounting Department, 808 W Spokane Falls Blvd. Spokane, WA 99201; with a copy to Kevan Brooks, Accounting Department, 808 W. Spokane Falls Blvd. Spokane, WA 99201.

C. The Valley Shall:

Provide feedback, from a practitioner’s perspective, on the Study design and objectives, review the data as it becomes available, and review all documents prior to submission to Ecology.

Within 30 days of receiving copies of the invoices received by the contracted consultant for the Study, the Valley will submit payment to the City for one third of each invoice.

The Valley shall submit payments to: LaVonne Martelle , Accounting Department, 808 i. Spokane Falls Blvd. Spokane, WA 99201; with a copy to Kevan Brooks, Accounting Department, 808 W. Spokane Falls Blvd. Spokane, WA 99201.

3. COMPENSATION

The City shall make payments for invoices for the Study to the contracted consultant. The County shall reimburse one third (33.3%) of the amount of each invoice. The Valley shall reimburse one third (33.3%) of the amount of each invoice.

The resulting distribution of costs and funding sources is therefore as follows

Funding Source for Services	Portion
City of Spokane, Wastewater Management Department	33.3%

Spokane County, Stormwater Utility	33.3%
City of Spokane Valley, Stormwater Utility	33.3%

Payments to the Consultant over this term shall not exceed One Hundred Thousand and Thirty-Five Dollars (\$101,035), unless the Parties agree, in writing, to an increase in the total amount.

Payments to the City by the County over the term of this MOU shall not exceed Thirty-Three Thousand Six Hundred Seventy-Eight Dollars (\$33,678), unless an increase in the total of payments is mutually agreed by the Parties in writing.

Payments to the City by the Valley over the term of this MOU shall not exceed Thirty-Three Thousand Six Hundred Seventy-Eight Dollars (\$33,678), unless an increase in the total of payments is mutually agreed by the Parties in writing.

4. TERM.

The term of this MOU shall be January 1, 2023 to January 1, 2027. The parties may extend the term of the MOU by mutual written agreement.

5. NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

6. ANTI-KICKBACK.

No officer or employee of the City, County, or Valley having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the MOU, 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 MOU.

7. NOTICES.

Any notice(s) under this MOU shall be in writing and either personally served or sent by certified mail, return receipt required, to the following persons:

City: Mayor
City of Spokane
808 West Spokane Falls Boulevard, 7th Floor,
Spokane, Washington 99201

Copy to: Spokane City Attorney's Office
808 West Spokane Falls Boulevard, 5th Floor,
Spokane, Washington 99201

County: Spokane County Commissioners Office
1116 West Broadway Avenue,
Spokane, Washington 99260

Valley: Spokane Valley City Attorney's Office
10210 E. Sprague Ave.,
Spokane Valley, WA 99206

8. WAIVER.

Failure by the City, County, and/or Valley to enforce every term and condition of this MOU shall not be considered a waiver of any portion of this MOU; and the Parties reserve the right to enforce every provision to the fullest extent at any time.

9. AMENDMENTS.

This MOU may be amended or modified at any time by mutual written agreement of the Parties. Any amendment or modification shall be in writing and signed by the Parties with the same formalities as this document.

10. SEVERABILITY.

If any portion of this MOU should become invalid or unenforceable, the remainder of the document shall remain in full force and effect.

11. RCW 39.34 REQUIRED CLAUSES.

A. Purposes: See Section No. 1 above.

- B. Duration: See Section No. 4 above.
- C. Organization of Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D. Responsibilities of the Parties: See provisions above.
- E. MOU to be Filed: The CITY shall file this MOU with its City Clerk. The COUNTY shall file this MOU with its County Auditor or place it on its web site or other electronically retrievable public source. The VALLEY shall file this MOU with its City Clerk.
- F. Financing: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This MOU can be terminated in accordance with Section 4 above.
- H. Property Upon Termination: All property acquired during the term of this MOU will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one entity may buy out the other contributing entity at current fair market value of the property.

Dated on: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated on: _____

CITY OF SPOKANE VALLEY

John Hohman
City Manager

Attest:

Approved as to form:

Christine Bainbridge
City Clerk

Cary P. Driskell
City Attorney

Dated on: _____

SPOKANE COUNTY

Kyle Twohig
Senior Director for Public Works

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Matthew Cozza
Deputy Prosecuting Attorney

ATTACHMENT A

4.10

4.10 - Consent to award value blanket to supply sodium hy

*Arrington, Kyle,
Gennett, Raylene,
Cannon, Mike*

CM Kinnear

Award value blanket from ITB 5903-23 to lowest responsive and responsible bidder.

| For Information

Attachments

[Briefing Paper Template 2023 Hypo-HASA.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award five (5) year value blanket contract to supply sodium hypochlorite to HASA, Inc.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5903-23 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>Sodium hypochlorite is used for disinfecting the effluent water prior to discharging treated water to the river. To disinfect the effluent water from RPWRF, it is necessary to add liquid sodium hypochlorite.</p> <p>The contract shall be with HASA, Inc. for a five-year period beginning August 1, 2023, and terminating on July 31, 2028</p>
Proposed Council Action	Council consent agenda July 10 th , 2023
Fiscal Impact	
Total Cost: <u>\$1,850,820.00</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: Department's Operating Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to 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? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
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 aligns with our current Purchasing Policy guidelines. ITB 5903-23 was issued and HASA, Inc. was the lowest responsive, responsible bidder.	

4.11

4.11 - RPWRF Multiple Modine Heater Replacements for HVAC

*Arrington, Kyle,
Gennett, Raylene,
Cannon, Mike*

Council Sponsor CM Kinnear

| For Information

Attachments

[Briefing Paper Template 2023Multi-Modine Heater Replacements.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	RPWRF HVAC Repairs – Multiple Modine Heater Replacements
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Due to the age and failure of the existing HVAC heating equipment, we must replace with like and kind to meet new building codes. The contract is to be completed by project and payments are to be issued at each project completion. The maximum to be paid is \$164,335.00 plus applicable taxes.
Proposed Council Action	Council Consent July 10 th , 2023
Fiscal Impact	
Total Cost: <u>\$164,335.00</u>	
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: Department – CIP Funds	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to 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? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment to enable heating and cooling of pumps and wastewater equipment.	
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 aligns with our Capital Improvement Program and current Purchasing Policy guidelines. McKinstry was selected from the MRSC Roster list and WSDDES Contract No. 02919.	

4.12

4.12 - Smart Growth America: Community Connectors Grant

Gardner, Spencer

Sponsors: CMs Wilkerson & Kinnear

City Planning will be applying for the Smart Growth America Community Connectors Grant Program. The focus of the Community Connectors program is to support leaders in small and mid-sized cities to advance locally driven projects that will reconnect communities separated or harmed by transportation infrastructure

| For Information

Attachments

[Committee Agenda Sheet.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning Services
Contact Name	Spencer Gardner
Contact Email & Phone	sgardner@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Smart Growth America: Community Connectors Grant Application
Summary (Background) *use the Fiscal Impact box below for relevant financial information	City Planning will be applying for the Smart Growth America Community Connectors Grant Program. The focus of the Community Connectors program is to support leaders in small and mid-sized cities to advance locally driven projects that will reconnect communities separated or harmed by transportation infrastructure. The grant is a capacity building grant that will bring together community and government project teams to build partnerships and co-create plans and projects that repair the damage of divisive infrastructure. The proposal will focus on building community capacity in the East Central neighborhood to address the longstanding impacts of the I-90 freeway, and to build capacity towards the East Central subarea plan. Grant funds may be used for a wide range of outcomes, including staff salaries and consultant fees, data collection and analysis, meetings, supplies, funding support for community participation, and initiative-related travel. A final written report will be completed in addition to other scope requirements if selected in the application process. More details are available on the grant website .
Proposed Council Action	Approve Planning Services to apply for the Smart Growth America Community Connectors Grant by the deadline of July 15, 2023.
Fiscal Impact Total Cost: <u>\$130,000</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: Smart Growth America Community Connectors Grant Program Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Grant funds, no match requirements.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The City will focus the grant outcomes on the East Central neighborhood, one of the oldest and most diverse communities in Spokane and which was divided in half by the construction of the I-90 freeway in the 1950s. The I-90 freeway separated neighbors and businesses in East Central, displaced hundreds of homes, and devastated the community fabric and cohesion. The Community Connectors grant program is specifically geared towards small and mid-size cities to address the harms of transportation infrastructure. The grant program is an opportunity for the City, East Central	

community, and community-based organizations to receive both financial and technical support to build partnerships and deepen community capacity to co-create plans and projects with the greatest ability to affect those most impacted.

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

Data will be utilized to ensure a representative and equitable project team to work alongside the East Central communities most impacted from past processes, as well as organizations that support them. A core focus for capacity building and partnership would be around the East 5th Avenue area and diverse communities, including African American, Latino, and immigrant communities, renters, lower income households, elderly residents, youth and families.

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

Grantees will be expected to provide narrative and financial reports periodically as well as information needed for overall project performance monitoring and management. Teams will be required to participate in periodic meetings and give progress reports on their capacity-building grants. Each team will be expected to provide a written report on their project. In addition to the grant, the selected teams will also receive customized technical assistance and participate in a learning exchange program over the subsequent 18-24 months, which includes a required convening in Atlanta, GA in November 2023.

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

This proposal aligns with the City's efforts on building momentum and action to shift systems towards more equitable outcomes, including through land use, housing, and transportation policy. The City's Housing Action Plan took steps to discuss and understand racially disparate impacts, and this work will build on those efforts with a focus on building capacity to repair harm and develop community solutions. This also aligns with the City's focus on transit-oriented development to encourage equitable systems that enhance connectivity and accessibility in healthy and safe environments.

The proposal to focus on East Central aligns with the City's economic priority around Spokane Targeted Investment Areas and directing planning resources towards economically distressed census tracts. The City has allocated ARPA funding towards subarea planning, and the Community Connectors grant program can help build community capacity for the East Central subarea planning process in the coming years.

This is also an opportunity to build on the momentum of community-led initiatives and partner agencies to reconnect East Central and expand the capacity of the community to co-design projects. Ongoing projects and programs include the 5th Avenue Initiative and Community Strategy; community building efforts throughout East Central; SB 5853 to remedy past impacts of I-90 through community purposes; the RAISE Grant "Reconnecting I-90 Communities" and state funding awarded to WSDOT to design the I-90 land bridge; the NSC Children of the Sun Trail and WSDOT placemaking efforts; and various City efforts to enhance bicycle and pedestrian connectivity throughout East Central.

4.13

4.13 - Emergency Parking Lot Repair North Police Precinct

Steele, David

Council Sponsor: CM Kinnear

A sinkhole was discovered in the main driveway approach to the north police precinct. This hole opened as a City of Spokane vehicle was entering the site and was immediately recognized as a significant hazard, emergency repairs were initiated immediately to reduce the risk to staff and the public.

Attachments

[Committee Agenda Sheet Facilities.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Parking Lot Repair – North Police Precinct
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	A sinkhole was discovered in the main driveway approach to the north police precinct. This hole opened as a City of Spokane vehicle was entering the site and was immediately recognized as a significant hazard. The initial inspection showed a 5’ deep, 5’ wide hole under the asphalt, with obvious original demolition debris in and around the bottom and sides. Arrow Concrete was contacted to provide an emergency repair bid and begin work to repair the hazard.
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense: <u>\$52,867.19</u> plus applicable tax	
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 <input type="checkbox"/> N/A	
Specify funding source: 5900-71300-18300-54802-99999	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA – This work focuses on providing an emergency repair to the Hillyard Police Precinct which serves the greater Northeast District.	
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?	
NA – This work focuses on providing an emergency repair to the Hillyard Police Precinct which serves the greater Northeast District.	

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

NA – This work focuses on providing an emergency repair to the Hillyard Police Precinct which serves the greater Northeast District.

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?

NA – This emergency work focuses on providing a necessary repair to the Hillyard Police Precinct which serves the greater Northeast District.

5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 - Adjournment

7 - Next Meeting

The next meeting of the PIES Committee will be held at 1:15 p.m. on July, 24 2023.