

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative Sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 23, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of June 23, 2025:**

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 256 67091; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, June 20, 2024, and ending at 6:00 p.m. on Monday, June 23, 2025, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seal1NW6> or in person outside council chambers beginning at 8:00 a.m. on June 23, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

# THE CITY OF SPOKANE



## DRAFT COUNCIL AGENDA

MEETING OF MONDAY, JUNE 23, 2025

### **MISSION STATEMENT**

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

**MAYOR LISA BROWN**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER PAUL DILLON**

**COUNCIL MEMBER KITTY KLITZKE**

**COUNCIL MEMBER LILI NAVARRETE**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

**Please note the space in username.**

Both username and password are case sensitive.



## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

# AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

## ADDRESSING THE COUNCIL

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#).
- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

**CITY COUNCIL AGENDA:** The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at <https://my.spokanecity.org/citycouncil/documents/>.

# **AGENDA REVIEW SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

**DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE DRAFT AGENDA**

**CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

**(Council Reconvenes in Council Chamber)**

**LAND ACKNOWLEDGEMENT**

**PLEDGE OF ALLEGIANCE**

**POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

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## BOARDS AND COMMISSIONS APPOINTMENTS

Spokane Bicycle Advisory Board – One Appointment – Confirm CPR 1992-0059  
Santiago Cruz as a Youth Member

## CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |   |                                    |                              |
|---|------------------------------------|------------------------------|
| 1. Master Contract Renewal with American Onsite Services, LLC (Spokane Valley, WA) for portable toilet and wash station rental services to support ongoing operations or multiple departments from July 1, 2025, through June 30, 2026—estimated amount \$200,000 (plus tax). (Council Sponsor: Council Member Dillon)<br><b>Jason Nechanicky</b> | Approve                            | OPR 2022-0304<br>RFP 5593-22 |
| 2. Acceptance of grant subaward from the YWCA as part of the Domestic Violence Order Service and Firearms Recovery Unit Grant from October 1, 2024, through September 30, 2026—\$384,785 Revenue. (Council Sponsors: Council President Wilkerson and Council Member Zappone)<br><b>Steve Wohl</b>   | Approve                            | OPR 2025-0432                |
| 3. Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments | CPR 2025-0002                |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.   |                                    |                              |

- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2025: \$\_\_\_\_\_.

CPR 2025-0003

## 4. Minutes:

Approve All

- a. City Council Meeting Minutes: \_\_\_\_\_, 2025.

CPR 2025-0013

- b. City Council Standing Committee Meeting Minutes: \_\_\_\_\_, 2025.

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## LEGISLATIVE AGENDA

### NO SPECIAL BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0045 (To be considered under Hearings Item H3.)

ORD C36682 Relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code. (As amended during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Deferred from June 2, 2025, Agenda, during the May 19, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

**Jessica Stratton**

ORD C36699 (To be considered under Hearings Item H2.)

ORD C36700 Authorizing the Park Board and Park Director to designate portions of park property as Non-Public Areas, amending sections 12.06A.030 and 12.06A.040 of the Spokane Municipal Code. (Council Sponsors: Council Members Navarrete and Klitzke)

**Andres Grageda**

ORD C36703 Approving a Permissible Use Agreement (OPR 2025-0431) between and among the City of Spokane, Spokane Parks and Recreation, Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., for the construction, operation and maintenance of a zipline on and above City-owned property. (Council Sponsors: Council Members Bingle and Navarrete)

**Jonathan Moog**

- ORD C36705** Streamlining definitions in the solid waste code and correcting position titles; amending Articles I, III, IV, V, VI, VII, and VIII of Chapter 13.02 and Sections 13.02.0100, 13.02.0110, 13.02.0236, 13.02.0248, and 13.02.0350; and repealing Sections 13.02.0102, 13.02.0104, 13.02.0109, 13.02.0112, 13.02.0114, 13.02.0116, 13.02.0118, 13.02.0119, 13.02.01191, 13.02.0120, 13.02.0122, 13.02.0124, 13.02.0126, 13.02.0127, 13.02.0128, 13.02.0130, 13.02.0134, and Article II of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)  
**Adam McDaniel**

## FIRST READING ORDINANCES

- ORD C36701** Relating to Property Maintenance and Use Standards; enacting Chapter 10.63; amending Section 16A.05.220; and repealing Chapter 10.64 and 10.66 Sections 10.72.070 and 17F.070.520 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)  
**Jason Ruffing**
- ORD C36702** Simplifying the civil infraction system by creating a single infraction class; amending Titles 1, 4, 8, 10, 12, 13, 15, 16A, 17C, 17D and 18 of the Spokane Municipal Code; repealing Sections 01.05.150, 01.05.160, 01.05.170, 01.05.180, 01.05.190, 01.05.200, 01.05.210; and adopting a new Section 01.05.151 of the Spokane Municipal Code.  
(Council Sponsors: Council Members Dillon and Zappone)  
**Adam McDaniel**
- ORD C36707** Relating to streets closed to trucks; amending Section 12.08.010 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Dillon)  
**Adam McDaniel**

## FURTHER ACTION DEFERRED

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## NO SPECIAL CONSIDERATIONS

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## HEARINGS

### RECOMMENDATION

- |            |  |                                       |                   |
|------------|--|---------------------------------------|-------------------|
| <b>H1.</b> | Hearing on Interim Zoning Ordinance C36680, passed by City Council on April 28, 2025, relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code. (Deferred from June 16, 2025, Agenda, during the June 2, 2025, 3:30 p.m. Agenda | Hold<br>Hearing/<br>Close<br>Hearing/ | <b>ORD C36680</b> |
|------------|--|---------------------------------------|-------------------|

- |     |  |   |                              |
|-----|--|---|------------------------------|
|     | Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)<br><b>Adam McDaniel</b>  | Adopt Findings of Fact                              |                              |
| H2. | Hearing on Final Reading Ordinance C36699 adopting an interim official control; modifying section 17G.070.030 of the Spokane Municipal Code to authorize the inclusion of small-scale commercial establishments in planned unit developments. (Pending possible amendment to be considered on June 16, 2025) (Council Sponsors: Council Members Bingle and Navarrete).<br><b>Spencer Gardner</b> | Hold Hearing/Close Hearing/Pass Upon Roll Call Vote | ORD C36699                   |
| H3. | Hearing on Resolution 2025-0045 adopting the 2026-2031 Six-Year Comprehensive Street Program. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)<br><b>Kevin Picanco</b>   | Adopt Upon Roll Call Vote                           | RES 2025-0045<br>ENG 2025015 |

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## OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

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## **ADJOURNMENT**

The June 16, 2025, Regular Legislative Session of the City Council and is adjourned to June 23, 2025.

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**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlowmaster@spokanecity.org](mailto:mlowmaster@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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## **NOTES**



## **Agenda Sheet for City Council:**

**Committee:** Date: N/A

**Committee Agenda type:**

**Date Rec'd**

5/27/2025

**Clerk's File #**

CPR 1992-0059

**Cross Ref #**

**Project #**

**Council Meeting Date:** 06/23/2025

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

ADAM 6779

**Requisition #**

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)**

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

APPOINTMENT OF SANTIAGO CRUZ TO BICYCLE ADVISORY BOARD - YOUTH

### **Agenda Wording**

Mayor Brown has appointed Santiago Cruz as a Youth Member to the Bicycle Advisory Board for a term of June 23, 2025 - June 23, 2026.

### **Summary (Background)**

The Bicycle Advisory Board provides advice and direction to the City Council and all departments and officers of the city on matters relating to bicycling and to raise public awareness of bicycling issues. The bicycle advisory board has ten members appointed by the city council according to the procedures of SMC 4.01.030. An eleventh member under the age of eighteen may be appointed to the board. Members of the board are appointed to three-year terms with initial terms being either one, two, or three years, selected on a random-draw basis. No member may serve more than two consecutive full, three-year terms. The eleventh voting member (youth member) shall serve for a one-year term and may serve two consecutive terms.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>	SCOTT, ALEXANDER		
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/21/2025

**Clerk's File #**

OPR 2022-0304

**Cross Ref #****Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

CONTRACTS &amp; PURCHASING

**Bid #**

RFP#5593-22

**Contact Name/Phone**

JASON 509-232-8841

**Requisition #**

MASTER

**Contact E-Mail**

JNECHANICKY@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

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

PORTABLE TOILET/HAND WASH STATION RENTAL SERVICES

**Agenda Wording**

Renew Master contract with AMERICAN ONSITE SERVICES, LLC for portable toilet and hand wash station rental services to support ongoing operations or multiple departments. Renewal term is one year from July 1, 2025 through June 30, 2026. Estimated Annual usage is \$200,000 plus tax.

**Summary (Background)**

The City has an existing contract with AMERICAN ONSITE SERVICES, LLC for multiple departments for portable toilet and hand wash station rental services to support ongoing operations. Examples of use include varying work and event sites that do not have access to restrooms such as golf courses, department field sites, and public events. A procurement process including a formally advertised Request for Proposals and evaluation of proposals submitted by Firms by an evaluation committee comprised of multiple departments determined an award to AMERICAN ONSITE SERVICES, LLC for services. This is the first of two optional one year contract renewals.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

This contract complies with procurement requirements and supports internal department ongoing operations to provide quality customer service.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 200,000.00	
Current Year Cost		\$ 200,000.00	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 200,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
N/A			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
As needed by departments based on unit pricing			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GBYRD	<b><u>PURCHASING</u></b>	GBYRD
<b><u>Division Director</u></b>	GBYRD		
<b><u>Accounting Manager</u></b>	GBYRD		
<b><u>Legal</u></b>	GBYRD		
<b><u>For the Mayor</u></b>	GBYRD		
<b>Distribution List</b>			
Bill Brewer bill@americanonsite.net		laga@spokanecity.org	
cwahl@spokanecity.org		rgraybeal@spokanecity.org	
jrhall@spokanecity.org		sdhansen@spokanecity.org	
dstragier@spokanecity.org			





**CITY OF SPOKANE**  
**CONTRACT RENEWAL**  
**Title: PORTABLE TOILET AND WASH  
STATION RENTAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN ONSITE SERVICES, LLC**, whose address is 3808 North Sullivan Road, Spokane Valley, Washington 99216, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide portable toilet and wash station rental, cleaning, delivery, and pick-up services; and

WHEREAS, the original Contract provided for renewals by mutual agreement of the Parties.

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 3, 2022 and May 4, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. TERM.**

This Contract Renewal shall become effective on July 1, 2025, and end on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

**3. COMPENSATION.**

The City shall pay an estimated amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with the Pricing and Service Schedule from the original contract based on unit pricing. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

**AMERICAN ONSITE SERVICES, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**  
Certificate Regarding Debarment

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

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

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

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

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)

<b>Entity name:</b>	AMERICAN ON SITE SERVICES, LLC
<b>Business name:</b>	AMERICAN ON SITE SERVICES, LLC
<b>Entity type:</b>	Limited Liability Company
<b>UBI #:</b>	604-127-713
<b>Business ID:</b>	001
<b>Location ID:</b>	0001
<b>Location:</b>	Active
<b>Location address:</b>	3808 N SULLIVAN RD BLDG 107 SPOKANE VALLEY WA 99216
<b>Mailing address:</b>	3808 N SULLIVAN RD BLDG 107 SPOKANE VALLEY WA 99216

**Excise tax and reseller permit status:**[Click here](#)**Secretary of State information:**[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	May-31-2026	Jun-16-2017
Spokane General Business - Non-Resident				Active	May-31-2026	Jun-16-2017
Spokane Valley General Business				Active	May-31-2026	Jun-29-2017

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
CONDON, THEODORE	
GILLINGHAM JR, JOHN	
RUDEEN INDUSTRIAL	

The Business Looku information is updated nightly. Search date and time:

5/21/2025 4:55:41 PM

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AMERONS-01

KGIRIDHARRAO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME:		
	PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073	
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Middlesex Insurance Company		23434
INSURED  American On-Site Services, LLC 3808 N Sullivan Rd Bldg 103 Spokane, WA 99216	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A0192877	4/22/2025	4/22/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							WA STOP GAP	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0192877	4/22/2025	4/22/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			A0192877	4/22/2025	4/22/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Spokane, its agents, officers and employees are Additional Insureds with respect to General Liability per the attached policy forms.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION**

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 12 Additional Insured Types**
  - A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
  - B. Lessor of Leased Equipment
  - C. Owners or Other Interests From Whom Land Has Been Leased
  - D. Manager or Lessor of Premise
  - E. Mortgagee, Assignee, or Receiver
  - F. Controlling Interest
  - G. Co-owner Of Insured Premises
  - H. Executors, Administrators, Trustees Or Beneficiaries
  - I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
  - J. Any Person Or Organization You Are Performing Work For
  - K. Vendors
  - L. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **1. Additional Insureds - Automatic Status for 12 Additional Insured Types**

**Section II - Who Is An Insured** is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

#### **A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)**

- 1) A person or organization with respect to liability for:
  - a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
  - b. "Personal and advertising injury"; caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

#### **B. Lessor of Leased Equipment**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **C. Owners or Other Interests From Whom Land Has Been Leased**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

  - a. Any "occurrence" which takes place after you cease to lease that land;
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

#### **D. Manager or Lessor of Premise**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

#### **E. Mortgagee, Assignee, or Receiver**

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

#### **F. Controlling Interest**

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

#### **G. Co-owner Of Insured Premises**

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

#### **H. Executors, Administrators, Trustees Or Beneficiaries**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

#### **I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

#### **J. Any Person Or Organization You Are Performing Work For**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

#### **K. Vendors**

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
    - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - 2) Any express warranty unauthorized by you;
    - 3) Any physical or chemical change in the product made intentionally by the vendor;
    - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- L. Grantor of Franchise**
- Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.
- However:
- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
  - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement; or
  - 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.
- If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

## **2. Primary And Noncontributory Insurance**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from

any other insurance available to the additional insured.

## **3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.





STATE OF WASHINGTON

Department of Labor &amp; Industries

# Certificate of Workers' Compensation Coverage

May 1, 2025

WA UBI No.	604 127 713
L&I Account ID	972,722-01
Legal Business Name	AMERICAN ON SITE SERVICES LLC
Doing Business As	AMERICAN ON SITE SERVICES LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Pending current quarter filing
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods,**

**cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/22/2025

**Clerk's File #**

OPR 2025-0432

**Cross Ref #****Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

POLICE

**Bid #****Contact Name/Phone**

STEVE WOHL 4056

**Requisition #****Contact E-Mail**

SJWOHL@SPOKANEPOLICE.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

1620 - ACCEPTANCE OF YWCA FIREARMS RECOVERY GRANT

**Agenda Wording**

Acceptance of grant subaward from the YWCA as part of the Domestic Violence Order Service and Firearms Recovery Unit grant.

**Summary (Background)**

Spokane Police was recently awarded \$384,785 as a subawardee of Dept. of Justice grant funds under the Office of Firearm Safety and Violence Prevention, State Crisis Intervention Program. Funding will be used to offset officer overtime related to establishing a specialized unit to serve DV orders and ensure immediate removal of firearms and as well as enhance community education. Funding will also go towards increased cost of Property evidence storage. Grant period 10/1/2024 through 09/30/2026 under ALN 16.738.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 384,785.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Indirect grant funding from the Dept. of Justice.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 384,785.00	#	1620-91838-99999-33316-99999
Expense	\$ 343,785.00	#	1620-91838-21250-51215-99999
Expense	\$ 41,000.00	#	1620-91838-21800-53201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Jeanette Hauck jeanetteh@ywcaspokane.org		SPDFinance@spokanecity.org	
dsingley@spokanepolice.org		tmeidl@spokanepolice.org	

Subaward Agreement	
<b>Organization (Pass-Through Entity):</b> YWCA Spokane (YWCA)  <b>Award/Contract Number:</b> F24-34443-007  <b>Awarding Agency:</b> WA Department of Commerce  <b>Award Amount:</b> \$790,487.36  <b>Indirect Cost Rate:</b> 17.63%	<b>Organization (Subrecipient):</b> City of Spokane  <b>UEI:</b> PDNCLY8MYJN3  <b>Subaward Grant Number:</b> F24-34443-007-01  <b>Subaward Amount:</b> \$384,785.00  Indirect Cost Rate: 0%
<b>Program Title:</b> Community Services Division – Office of Firearm Safety and Violence Prevention, State Crisis Intervention Program  <b>Federal Agency:</b> Department of Justice <b>ALN 16.738</b>	
<b>Period of Performance – Budget Period</b> <b>From:</b> 10/01/2024 <b>To:</b> 09/30/26	
<b>Project Description/Title:</b> Domestic Violence Order Service and Firearms Recovery Unit	
<b>YWCA Program Contact:</b>  Elizabeth Backstrom, Director of Grants & Contracts 930 North Monroe Street Spokane, Washington 99201 (509) 599-1265 lizb@ywcaspokane.org	<b>Grantee Program Contact:</b>  Tracie Meidl Captain, Spokane Police Department 1100 W. Mallon Spokane, WA 99260 tmeidl@spokanepolice.org (509) 625-4162
<b>YWCA Financial Contact:</b>  Naomi Mosier, Controller 930 North Monroe Street Spokane, Washington 99201 (509) 789-9302 NaomiM@ywcaspokane.org	<b>Grantee Financial Contact:</b>  Kevin Schmitt, Accounting Manager 1100 W Mallon Ave Spokane, Washington 99260 (509)625-6387 kschmitt@spokanecity.org

1. **TERM.** This Agreement shall govern the performance of the parties for the period October 1, 2024, (the “Effective Date”) through September 30, 2026, unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. **SCOPE OF SERVICES AND BUDGET; PRIOR APPROVAL FOR CHANGES.**

a. Scope of Services and Budget. Subrecipient shall, in a satisfactory manner as determined by YWCA, perform all activities described in the contract, attached hereto as Exhibit A.

b. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of YWCA; nor shall Subrecipient make any changes exceeding 10 percent of their total program budget, directly or indirectly, in program design or services, as described in contract, or in the Approved Budget without the prior written approval of YWCA.

3. **COMPENSATION**

a. Payment of Funds. YWCA agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Contract and Application attached hereto as Exhibits A and B and for the performance of the Approved Services under this Agreement in an amount not to exceed \$384,785.00 (the “Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by YWCA if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement as provided in Section 1 above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the

expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Wherever applicable, expenses charged against the Total Agreement Funds shall be incurred in accordance with Uniform Guidance (2 CFR § 200) requirements, the contract, attached hereto, and any amendments thereto and other applicable laws, regulations, grant terms, and conditions or policies.

b. Invoices. Subrecipient shall submit invoices to YWCA on or before the tenth (10th) day of each month and, in any event, no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, for the most recent month ended. Invoices shall be submitted in a form approved by YWCA and shall set forth actual, approved expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, YWCA may disapprove the requested compensation. If the compensation is so disapproved, YWCA shall notify Subrecipient as to the disapproval. If payment is approved, no notice will be given.

c. Contingency. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by YWCA from applicable funding sources and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that YWCA receives from applicable funding sources is reduced, YWCA reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. YWCA also reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified in Sections 3(b) above and 4(d) below.

#### **4. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION**

a. Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by YWCA if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

b. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. YWCA shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the funded Services for Victims and Survivors grant (as detailed in the attached application for funding); (ii) documented by contracts or other evidence of liability consistent with established YWCA and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

c. Financial and Other Reports. Subrecipient shall submit to YWCA such reports and back-up data as may be required by the funder or YWCA, including without limitation the requirements listed in the "REPORTING," "SUBCONTRACTOR DATA COLLECTION," and "SCOPE OF WORK" sections of the contract.

This provision shall survive the expiration or termination of this Agreement with respect to any reports which Subrecipient is required to submit to YWCA following the expiration or termination of this Agreement.

d. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the YWCA, the funder/contractor, the U.S. Government

Accountability Office, and/or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by YWCA under this Agreement or any other agreements between YWCA and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

e. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the applicable requirements as described in the "Audit" section of the attached contract. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by YWCA, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide YWCA with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

f. Closeout. Final payment request(s) under this Agreement must be received by YWCA no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by YWCA after this date without authorization from YWCA. In consideration of the execution of this Agreement by YWCA, Subrecipient agrees that acceptance of final payment from YWCA will constitute an agreement by Subrecipient to release and forever discharge YWCA, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of



any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to YWCA under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of YWCA. Such requirements shall include, without limitation, submitting final reports to YWCA and providing any closeout-related information requested by YWCA by the deadlines specified by YWCA. This provision shall survive the expiration or termination of this Agreement.

## **5. COOPERATION IN MONITORING AND EVALUATION.**

a. YWCA Responsibilities. YWCA shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. YWCA has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. YWCA may require Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

i. Subrecipient shall permit YWCA to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, or funding sources guidelines, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of YWCA, DOJ, U.S. Government Accountability Office, and/or the Comptroller General of the United States,

and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

**6. RECORD RETENTION AND ACCESS.** Subrecipient shall maintain all records, papers, and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of six years following the date that YWCA makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of YWCA, WA Commerce, the U.S. Government Accountability Office, and/or the Comptroller General of the United States.

**7. INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship of Subrecipient to YWCA is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of YWCA, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from YWCA. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless YWCA and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148)

with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

**8. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

- a. Compliance with Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the contract hereto as Exhibit A, including any attachments and/or exhibits thereto; and (ii) the WA Grant Application attached hereto as Exhibit B.
- b. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state and local laws” shall include, without limitation:
- c. Authorizing Statute and Regulations. Federal award authorizing statute and regulations, as well as program policies and guidelines issued by federal awarding agency;
- d. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set forth in 45 C.F.R. Part 93. If the Subaward exceeds \$100,000, Subrecipient must execute and deliver to YWCA the certification attached hereto as Exhibit C (“Certification Regarding Lobbying”);
- e. Covenant Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this

Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, YWCA shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes Subrecipient under this Agreement or otherwise recover from Subrecipient the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach;

f. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Non-procurement) in Executive Order 12549. Subrecipient further agrees that it will notify YWCA immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at [www.sam.gov](http://www.sam.gov);

Unique Entity Identifier (UEI). Subrecipient agrees and acknowledges that YWCA may not grant the Subaward and Subrecipient may not receive the Sub-award unless Subrecipient has provided its UEI number to YWCA. On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government use the Unique Entity ID created in SAM.gov. UEIs are required in accordance with 2 CFR Part 25;

g. Federal Funding Accountability and Transparency Act of 2006.

Subrecipient agrees to provide YWCA with all information requested by YWCA to enable YWCA to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252);

- h. Regulations on Nondiscrimination. Subrecipient shall comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)
  
- i. Drug-Free Workplace. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182;
  
- j. Policies on Limited English Proficient Persons. Subrecipient must have written policies that are consistent with Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons;
  
- k. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to YWCA proof of any licensure, certification, permit or accreditation upon request; and
  
- l. Determinations of suitability to interact with participating minors  
This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

m. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## **9. EMPLOYMENT LAWS AND POLICIES.**

a. Non-Discrimination in Employment. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Subrecipient shall comply with all applicable provisions of federal, state, and local laws prohibiting discrimination in employment.

## **10. CONFIDENTIALITY; PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION.**

Confidentiality. Subrecipient shall protect and safeguard personally identifiable information created, obtained, or maintained in the course of providing services under this sub-award agreement in compliance with federal, state and local laws, and in keeping with the provisions of the contract (Exhibit A).

**11. INDEMNIFICATION.** Subrecipient shall defend and hold YWCA, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of

Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

The Subrecipient's obligation shall not include such claims that may be caused by the sole negligence of the YWCA, its employees, officers, directors, agents, and representatives. If the claims or damages are caused by or result from the concurrent negligence of (a) the YWCA, its agents or employees and (b) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient or its agents or employees.

**12. INSURANCE.** Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as YWCA may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the types and limits of insurance coverage:

a. Commercial General Liability Insurance or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Agreement, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract.

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover Subrecipient wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

Or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

Or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

b. Business Automobile Liability Insurance. Subrecipient shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by Subrecipient or owned by Subrecipient's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit.

c. Worker's Compensation. Subrecipient shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations.

d. Employees and Volunteers. Insurance required of Subrecipient under the Agreement shall include coverage for the acts and omissions of Subrecipient's employees and volunteers. In addition, Subrecipient shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.



f. Insurers. Subrecipient shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

g. Evidence of Coverage. Subrecipient shall submit a copy of the Certificate upon request of Insurance, policy, and additional insured endorsement for each coverage required of Subrecipient under this Agreement. The Certificate of Insurance shall identify the YWCA as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement, shall execute each Certificate of Insurance.

h. Material Changes. The insurer shall give YWCA points of contact listed on page one of this Agreement 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give YWCA 10 days advance written notice of cancellation.

i. General. By requiring insurance, YWCA does not represent that the coverage and limits specified will be adequate to protect Subrecipient. Such coverage and limits shall not be construed to relieve Subrecipient from liability in excess of the required coverage and limits and shall not limit Subrecipient's liability under the indemnities and reimbursements granted to YWCA in this Agreement.

j. Waiver. Subrecipient waives all rights, claims and causes of action against the YWCA for the recovery of damages to the extent said damages are covered by insurance maintained by Subrecipient.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name YWCA as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide YWCA with certificates of insurance evidencing such coverage within thirty (30)

upon request, which certificates shall provide that YWCA shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by YWCA pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to YWCA immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by YWCA pursuant to this Agreement shall be deemed a material breach of this Agreement and YWCA shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

### **13. TERMINATION.**

a. By YWCA. YWCA may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by YWCA pursuant to this Agreement; (vi) the submission by Subrecipient to YWCA of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (ix) fraudulent activities on the part of Subrecipient; and (x) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. YWCA may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Subrecipient.

b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state, or local laws after the commencement of the Agreement Term, including without limitation those applied by Commerce in their grants and reimbursements to YWCA, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to YWCA. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.

c. Disposition of Property. In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this Agreement shall be disposed of according to applicable federal and state guidelines, and Subrecipient shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement during the Agreement Term.

d. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to YWCA for damages sustained by YWCA by virtue of any breach of this Agreement by Subrecipient and YWCA shall be liable to Subrecipient for damages sustained by Subrecipient by virtue of any breach of this Agreement by YWCA. This shall include, without limitation, liability of Subrecipient for the disallowance by WA DOC of the reimbursement of charges submitted by YWCA for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by WA DOC of Subrecipient or YWCA, the amount disallowed must be paid by Subrecipient to YWCA from funds other than those provided by YWCA under this Agreement.

#### **14. GENERAL PROVISIONS**

- a. Governing Law. This Agreement shall be governed by the laws of the State of WA, without giving effect to the conflicts of laws or provisions thereof.
- b. Integration. This Agreement supersedes all oral agreements, negotiations, and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees, and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities, or obligations under this Agreement without YWCA's prior written consent, which YWCA may withhold in its sole discretion. Should Subrecipient assign, subcontract, or transfer any of its rights, responsibilities, or obligations hereunder with such consent from YWCA, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by YWCA prior to its execution.
- f. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any

notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the points of contact listed on page one of this Agreement, unless otherwise modified by subsequent written notice.

g. Amendment. Any amendment to any part of this Agreement shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.

h. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions, or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

## **DOJ award conditions**

### **Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award

conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardRegts.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardRegts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP/DOJ taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website

at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

### **Record retention and access**

Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

### **Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "[DOJ Grants Financial Guide](https://www.ojp.gov/funding/financialguidedojo/overview)" available at <https://www.ojp.gov/funding/financialguidedojo/overview>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### **Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in

other award requirements.

### **Required training for Grant Award Administrator and Financial Manager**

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award.

Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of trainings that OJP will consider "financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>.

All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that YWCA will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead YWCA to impose additional appropriate conditions on this award.

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise YWCA in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

### **Requirement to report potentially duplicative funding**



If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify YWCA in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant award modification (GAM) to eliminate any inappropriate duplication of funding.

### **Requirements related to System for Award Management and Universal Identifier Requirements**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### **Employment eligibility verification for hiring under the award**

1. The recipient (and any subrecipient at any tier) must--
  - A. Ensure that, as part of the hiring process for any position within the United States

that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) This award requirement for verification of employment eligibility, and

(2) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in,

and use, E-Verify ([www.everify.gov](http://www.everify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non-confirmation" or a "Final Non-confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

### **Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of a grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to YWCA no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### **Award authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any sub-award. This condition applies to agreements that -- for purposes of federal grants administrative requirements - YWCA considers a "sub-award" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any sub-award are posted at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All sub-awards ("sub-grants") must have specific federal authorization), and are incorporated by reference here.

### **Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- YWCA considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an YWCA award are posted at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

### **Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as

"employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site

at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

### **Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any sub award, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

### **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to

this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

### **Requirement for data on performance and effectiveness under the award**

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

### **OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

### **Effect of failure to address audit issues**

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### **Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination**

### **- 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination**

### **- 28 C.F.R. Part 54**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination**

### **- 28 C.F.R. Part 38**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may

continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at <https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements>.

### **Meaningful access requirement for individuals with limited English proficiency**

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

### **Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or



indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian Tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **Compliance with general appropriations-law restrictions on the use of federal funds**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to

the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### **Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements

or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to**

**employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The

federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer, as confirmed by the signatures that appear below.

**YWCA**

**City of Spokane Police**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jeanette Hauck

Name: Kevin Hall

Title: CEO

Title: Chief of Police

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A – Contract**

Grant Number: F24-34443-007

Community Services Division – Office of Firearm Safety and Violence Prevention

State Crisis Intervention Program – *included as attachment*

**Exhibit B**

Grant Application – included as attachment



## **Exhibit C**

### **Certification Regarding Lobbying**

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned, on behalf of **Spokane Police Department** certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

**Subrecipient:**

**Authorized Signature:**

**Name:**

**Title:**

**Date:**

**Exhibit A - Contract**



**Federal General Grant with**

**Young Women's Christian Association of Spokane (YWCA Spokane)**

**through**

**Office of Firearm Safety and Violence Prevention (OFSVP)**

**State Crisis Intervention Program (SCIP)**

**Grant Number:**

**F24-34443-007**

**For**

This project will establish a Domestic Violence Order Service and Firearms Recovery Unit designed to enhance the safety and well-being of domestic violence survivors, their families, law enforcement, and the broader community.

**Dated:** Tuesday, October 1, 2024



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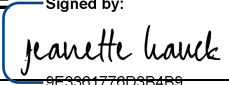
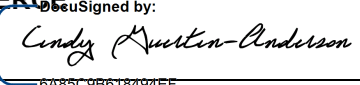
## Face Sheet

Research & Development: ☐ Yes ☒ No

Grant Number: F24-34443-007

### Community Services Division – Office of Firearm Safety and Violence Prevention State Crisis Intervention Program

☒ Subrecipient☐ Contractor

<b>1. Grantee</b> Young Women's Christian Association of Spokane 930 N. Monroe Street Spokane, WA 99201		<b>2. Grantee Doing Business As (as applicable)</b> YWCA Spokane	
<b>3. Grantee Representative</b> Sally Winn Director of Legal Services 509-789-9288 <a href="mailto:sallyyw@ywcaspokane.org">sallyyw@ywcaspokane.org</a>		<b>4. COMMERCE Representative</b> Jasmine Shurelds SCIP Program Manager 564-233-1630 <a href="mailto:jasmine.shurelds@commerce.wa.gov">jasmine.shurelds@commerce.wa.gov</a>	
<b>5. Grant Amount</b> \$790,487.36	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> 10/01/24
<b>8. End Date</b> 09/30/26		<b>9. Federal Funds (as applicable)</b> \$790,487.36	
<b>Federal Agency:</b> Department of Justice		<b>ALN</b> 16.738	<b>Indirect Rate</b> 17.63
<b>10. Tax ID #</b> 91-0565025	<b>11. SWV #</b> SWV0003126	<b>12. UBI #</b> 328 006 410	<b>13. UEI #</b> HQ7UCU8XLWF1
<b>14. Grant Purpose</b> This project will establish a Domestic Violence Order Service and Firearms Recovery Unit designed to enhance the safety and well-being of domestic violence survivors, their families, law enforcement, and the broader community.  COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting			
<b>FOR GRANTEE</b> Signed by:  _____ Jeanette Hauck, CEO 11/19/2024   4:56 AM PST _____ Date		<b>FOR COMMERCE</b> Signed by:  _____ Cindy Guertin-Anderson, Assistant Director 11/24/2024   1:59 PM PST _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	



## **Special Terms and Conditions**

### **1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: February 13, 2023 (for project period October 1, 2022-September 30, 2026)  
Federal Award Identification Number (FAIN): 15PBJA-23-GG-00040-BSCI  
Federal Awarding Agency: Department of Justice, Office of Justice Programs, Bureau of Justice Assistance  
Total amount of federal funds obligated to this Subrecipient for this program: \$790,487.36  
Total amount of federal funds obligated to this Subrecipient for all programs: \$819,187.36  
Awarding official: Michael Fong, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. 15PBJA-23-GG-00040-BSCI awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety and Violence Prevention, Washington State Department of Commerce."

### **2. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$790,487.36 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the Attachment A, Scope of Work and Attachment B, Budget.

#### **EXPENSES**

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$790,487.36, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at state travel reimbursement rates in effect on the date of travel.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.



If required, the attachments to the invoice request in the Commerce Grants Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number F24-34443-007. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

### **6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.





The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Cyber Liability Insurance:** The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity



insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

**7. FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C - Reporting



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C.** "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D.** "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E.** "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G.** "State" shall mean the state of Washington.
- H.** "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I.** "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J.** "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State



Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

**9. AUDIT**

If the Grantee expends \$750,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending \$750,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit:

- A. If non-profit, Grantee shall submit all audit documentation to the [Federal Audit Clearinghouse](#).
- B. If for-profit, Grantee shall submit all audit documentation to COMMERCE.

If the Grantee expends **less** than \$750,000 in federal awards as a Subrecipient from any and all sources in a fiscal year, whether non-profit or for-profit, the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:



- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and



- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

**B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **12. CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## **13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.



"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

#### **14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **15. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

#### **16. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.





## **17. INDEMNIFICATION**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subgrantees, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **19. INDIRECT COSTS**

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of not more than 10% of Modified Total Direct Costs (MTDC) may be used.

## **20. INDUSTRIAL INSURANCE COVERAGE**

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **21. LAWS**

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## **22. LICENSING, ACCREDITATION AND REGISTRATION**

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

## **23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter,





amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

## **24. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

**B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 29 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **25. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs



are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **26. POLITICAL ACTIVITIES**

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all expenditures funded by this Grant.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
  - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii.** Positive efforts shall be made to use small and minority-owned businesses.
  - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v.** Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi.** Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii.** Procurement records and files for purchases shall include all of the following:
    - 1)** Grantee selection or rejection.



2) The basis for the cost or price.

3) Justification for lack of competitive bids if offers are not obtained.

viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

## 28. **PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

## 29. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

## 30. **RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## 31. **REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

## 32. **RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**33. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**34. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**35. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

**36. SUBGRANTING**

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

**37. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**38. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**39. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement



or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **40. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

#### **41. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;



- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

#### **42. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

#### **43. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## **Attachment A: Scope of Work**

### **Project Statement**

The YWCA Spokane, in partnership with the City of Spokane, will establish a Domestic Violence (DV) Order Service and Firearms Recovery Unit designed to enhance the safety and well-being of domestic violence survivors, their families, law enforcement, and the broader community. This contract will build on prior, multidisciplinary efforts in the region to close procedural gaps related to firearm removal by deepening coordination between law enforcement, courts, and victim services.

The DV Order Service and Firearms Recovery Unit aims to significantly reduce the risk of lethal violence by swiftly removing firearms from volatile situations involving domestic violence offenders. This multidisciplinary and inter-jurisdictional initiative will serve Spokane County and City, ensuring swift and certain enforcement of court-ordered firearm relinquishments. Domestic violence poses a critical threat to the safety of individuals and communities, and firearms in the hands of DV offenders drastically increase the risk of fatal outcomes. The YWCA Spokane is committed to addressing these issues through this unit.

### **Project Goals and Actions**

#### **Establish a specialized unit to serve DV Orders and Extreme Risk Protection Orders (ERPOs).**

- Form a unit composed of 2 extra duty officers from the City of Spokane Police Department and 1 Domestic Violence Firearms Investigative Analyst.
- Send units out for 3 shifts per week (5-hour shifts).

#### **Ensure the immediate and proactive removal of firearms from DV situations.**

- Serve protection orders and enforce Orders to Surrender (OTS).
- Conduct thorough investigations to verify firearm possession and ensure compliance with court orders.

#### **Enhance community education and awareness regarding firearm relinquishment laws.**

- Support victims through the protection order process in reporting and responding to perpetrators with firearms.
- Conduct regular training sessions and workshops for law enforcement and community partners.

#### **Strengthen inter-jurisdictional collaboration to effectively manage firearms crossing jurisdictional lines.**

- Collaborate with multiple jurisdictions to manage cases involving firearms crossing boundaries.

#### **Ensure the safekeeping of firearms with Spokane Law Enforcement Property & Evidence until judicial review.**

- Secure temporary custody of firearms during periods of heightened risk.
- Conduct regular audits of firearm storage and custody records to ensure data correlates between sources and intelligence gathered.





## **Project Implementation/Schedule**

<b>Goal/Action</b>	<b>Tasks</b>	<b>Deliverables</b>	<b>Timeline</b>
Establish a specialized unit to serve DV Orders to Surrender Firearms	<ol style="list-style-type: none"> <li>1. Recruit 2 extra duty officers from the City of Spokane Police Department and 1 Domestic Violence Firearms Investigative Analyst.</li> <li>2. Formally establish the DV Order Service and Firearms Recovery Unit.</li> </ol>	<ul style="list-style-type: none"> <li>• Recruitment announcements</li> <li>• SPD subcontracts signed</li> <li>• Official unit establishment documentation</li> </ul>	<p><b>Start:</b> 10/01/24</p> <p><b>Complete:</b> Within 2 months of funding</p>
Ensure the immediate and proactive removal of firearms from DV situations	<ol style="list-style-type: none"> <li>1. Serve protection orders and enforce Orders to Surrender.</li> <li>2. Conduct investigations to verify firearm possession.</li> <li>3. Engage in follow-up contacts and witness interviews.</li> <li>4. Secure temporary custody of firearms during periods of heightened risk.</li> </ol>	<ul style="list-style-type: none"> <li>• Number of orders served</li> <li>• Investigation reports</li> <li>• Follow-up contact logs</li> <li>• Firearm custody records</li> </ul>	<p><b>Ongoing</b>, starting immediately upon unit establishment which is approximately 12/01/24</p>
Enhance community education and awareness regarding firearm relinquishment laws	<ol style="list-style-type: none"> <li>1. Conduct regular training sessions and workshops for law enforcement and community partners.</li> <li>2. Develop educational materials on firearm relinquishment laws.</li> <li>3. Disseminate educational materials to the community.</li> </ol>	<ul style="list-style-type: none"> <li>• Training session schedules and attendance logs</li> <li>• Educational materials (brochures, flyers)</li> <li>• Distribution records of educational materials</li> </ul>	<p><b>Training sessions:</b> Quarterly, approximately Jan/Apr/Jul/Oct</p> <p><b>Educational materials:</b> Developed within 3 months and updated annually</p> <p><b>Dissemination:</b> Ongoing</p>





Strengthen inter-jurisdictional collaboration to effectively manage firearms crossing jurisdictional lines	<ol style="list-style-type: none"> <li>1. Collaborate with multiple jurisdictions to manage cases involving firearms crossing boundaries.</li> <li>2. Establish communication protocols with partner jurisdictions.</li> <li>3. Hold regular coordination meetings with partner agencies.</li> </ol>	<ul style="list-style-type: none"> <li>• Memorandums of Understanding (MOUs) with partner jurisdictions</li> <li>• Communication protocols</li> <li>• Meeting agendas and minutes</li> </ul>	<p><b>MOUs and protocols:</b> Within 3 months of unit establishment</p> <p><b>Coordination meetings:</b> Monthly</p>
Ensure the safekeeping of firearms with Spokane Law Enforcement Property & Evidence until judicial review	<ol style="list-style-type: none"> <li>1. Secure temporary custody of firearms during periods of heightened risk.</li> <li>2. Maintain secure storage facilities for confiscated firearms.</li> <li>3. Conduct regular audits of firearm storage and custody records.</li> </ol>	<ul style="list-style-type: none"> <li>• Firearm custody records</li> <li>• Inventory logs</li> <li>• Audit reports</li> </ul>	<p><b>Secure storage:</b> Ongoing</p> <p><b>Audits:</b> Quarterly, approximately Jan/Apr/Jul/Oct</p>



## **Attachment B: Budget**

The Budget for the award period of 10/01/2024 through 09/30/2026 is \$790,487.36 over the period of performance.

The Contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work.

Contractor is approved to use consultants and subcontractors and will follow the Contractor's procurement policies when/if warranted.

Item	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26	Total Project
<b>PERSONNEL SERVICES</b>			
Salaries (Full- & Part-Time)	\$ 103,235.00	\$ 108,396.75	\$ 211,631.75
Personnel Benefits	\$ 24,982.90	\$ 26,232.05	\$ 51,214.95
<b>SUBTOTAL - PERSONNEL SERVICES</b>	<b>\$ 128,217.90</b>	<b>\$ 134,628.80</b>	<b>\$ 262,846.70</b>
<b>GOODS &amp; SERVICES</b>			
Office Supplies	\$ 2,000.00	\$ 2,100.00	\$ 4,100.00
Operating Supplies	\$ -	\$ -	\$ -
Equipment	\$ 2,050.00	\$ 600.00	\$ 2,650.00
Consultant and Subcontracted Services	\$ 187,700.00	\$ 197,085.00	\$ 384,785.00
Automobile Expense	\$ -	\$ -	\$ -
Printing & Duplicating	\$ 600.00	\$ 630.00	\$ 1,230.00
Insurance	\$ -	\$ -	\$ -
Rentals - Buildings	\$ 2,000.00	\$ 2,100.00	\$ 4,100.00
Rentals - Equipment	\$ -	\$ -	\$ -
<b>SUBTOTAL - GOODS &amp; SERVICES</b>	<b>\$ 194,350.00</b>	<b>\$ 202,515.00</b>	<b>\$ 396,865.00</b>
Travel	\$ 3,000.00	\$ 3,150.00	\$ 6,150.00
Training	\$ 3,000.00	\$ 3,150.00	\$ 6,150.00
Other/Misc Expenses	\$ -	\$ -	\$ -
Indirect & Administration Costs	\$ 57,926.52	\$ 60,549.14	\$ 118,475.66
<b>TOTAL EXPENDITURES</b>	<b>\$ 386,494.42</b>	<b>\$ 403,992.94</b>	<b>\$ 790,487.36</b>



Equipment - Itemize below:	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26
Laptop, Monitor and docking station for Analyst. Ongoing licensing and manintenance of same.	\$ 2,050.00	\$ 600.00
0	\$ -	\$ -
0	\$ -	\$ -
0	\$ -	\$ -
<b>Total</b>	<b>\$ 2,050.00</b>	<b>\$ 600.00</b>

Consultant and Subcontracted Services - Itemize below:	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26
Compensation for order service and firearm removal	\$ 167,700.00	\$ 176,085.00
Storage of firearms for safekeeping	\$ 20,000.00	\$ 21,000.00
0	\$ -	\$ -
0	\$ -	\$ -
<b>Total</b>	<b>\$ 187,700.00</b>	<b>\$ 197,085.00</b>

Indirect Administration Costs - Itemize below:	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26
Federal Negotiated Rate .1763	\$ 57,926.52	\$ 60,549.14
0	\$ -	\$ -
0	\$ -	\$ -
0	\$ -	\$ -
<b>Total</b>	<b>\$ 57,926.52</b>	<b>\$ 60,549.14</b>



**Attachment C: Reporting**

Reports will be submitted quarterly based upon the calendar year: January-March, April-June, July-September, and October-December. The first quarter of this contract is October-December 2024. The first report is due January 20, 2025.

To meet reporting requirements for federal funding, the Contractor will comply with COMMERCE and the Department of Justice (DOJ) on the collection of required performance measurement data pertaining to SCIP-funded activities. COMMERCE will provide the official reporting tool upon sending the fully executed contract to the Contractor. For this contract, the Contractor will report performance measures based on the example(s) below.

**Program Overview**

- 1. Please identify which types of projects your program funding will support: *select all that apply*
  - ☐ Specialized court-based programs such as drug, mental health, and veterans treatment courts, including those that specifically accept clients with firearm violations
  - ☐ Extreme Risk Protection Order (ERPO) Programs
  - ☐ Other related programs and initiatives
- 2. Please provide a brief description for each of the projects selected.
- 3. Does your program include a researcher or a research partner? Where applicable, this can include state statistical analysis centers or in-house research capacity within your agency. *Yes or No*
- 4. If yes, provide the primary point of contact (POC) for the researcher/research partner that your agency will be working with as part of Byrne SCIP. If there has been a change in the researcher/research partner POC, please update.

Name	
Agency Name	
Phone	
Email	

**Extreme Risk Protection Orders**

- 1. During the reporting period, were program funds used to carry out ERPOs? *Yes or No*
- 2. If Yes, indicate the type of ERPO activity funded: *select all that apply*
  - ☐ Establishing New ERPO Program – Local
  - ☐ Establishing New ERPO Program – State
  - ☐ Establishing New ERPO Program – Tribal
  - ☐ Enhancing ERPO Program – Local
  - ☐ Enhancing ERPO Program – State



☐ Enhancing ERPO Program – Tribal

3. Please identify which of the following activities related to ERPO programs took place (or will take place) using program funds for either a new program or the enhancement of an existing program.

Program Activities	New Program	Existing Program
Planning and research regarding ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Software or other technologies designed to track relinquished guns	<input type="checkbox"/>	<input type="checkbox"/>
Technology or risk assessment initiatives designed to support ERPO efforts	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of specialized training for law enforcement officers	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for judiciary and court staff on ERPO proceedings	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for family members on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for prosecutors on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for fire, and medical, and first responders on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for business community, chambers of commerce and local/state human resources professionals	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for school administrators on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for clergy and religious institutions	<input type="checkbox"/>	<input type="checkbox"/>
Outreach to the community, elected officials, and those engaging with at-risk individuals regarding ERPO program development, enhancement, and related initiatives	<input type="checkbox"/>	<input type="checkbox"/>
Development of training to assist community, law enforcement, behavioral health professionals, identify and respond to on-line threats, bullying, and other activity that may lead to gun violence	<input type="checkbox"/>	<input type="checkbox"/>
Media reports, interviews, or other public information regarding the grant-funded ERPO program	<input type="checkbox"/>	<input type="checkbox"/>
Publication of best practices regarding ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Evaluation or assessment of existing ERPO activities	<input type="checkbox"/>	<input type="checkbox"/>
Other, please explain:	<input type="checkbox"/>	<input type="checkbox"/>

4. Have standards, policies, or protocols for ERPO been developed? *Yes or No*
5. If Yes, select the staff that the ERPO standards, policies, and protocols were developed for: *select all that apply*
- ☐ Judiciary
  - ☐ Law Enforcement
  - ☐ Dispatchers
  - ☐ Medical First Responders
  - ☐ Behavioral Health Specialists
  - ☐ Court Staff
  - ☐ Other, please explain:
6. Describe any measures taken to safeguard the constitutional rights of individuals subject to ERPO programs or initiatives implemented under this award.



7. Describe any assistance provided to subrecipients and other program stakeholders related to safeguarding the constitutional rights of individuals subject to ERPO programs or initiatives implemented under this award.

### **Training and Technical Assistance**

1. Did the project provide or facilitate training for stakeholders (e.g. law enforcement, behavioral health providers, or court actors [prosecutors or judges]) during the reporting period? *Yes or No*
2. If yes, how many trainings were completed during the reporting period?
3. For each training completed during the reporting period, indicate: 1) the training topic, 2) the target audience, 3) the number of people trained, and 4) the name of the training provider. *Count each person once per training topic, regardless of how many times they attended the training. You may report five trainings per reporting period. If more than five trainings were completed during the reporting period, please submit a separate excel spreadsheet listing those trainings.*

Training Topic	Date Delivered	Target Audience	Number of People Trained	Training Provider	Link to Media Coverage, Recording of Training, Materials, etc.	Training Format (Online, Conference, Meeting, Board of Directors Meeting, In Service)

4. Did the project provide or facilitate training to members of the public during the reporting period? *Yes or No*
5. If yes, how many trainings were completed during the reporting period?
6. For each training member of the public (e.g., friends and family) that was completed during the reporting period, indicate: 1) the training topic, 2) the target audience, 3) the number of people trained, and 4) the name of the training provider. *Count each person once per training topic, regardless of how many times they attended the training. You may report five trainings per reporting period. If more than five trainings were completed during the reporting period, please submit a separate excel spreadsheet listing those trainings.*

Training Topic	Date Delivered	Target Audience	Number of People Trained	Training Provider	Link to Media Coverage, Recording of Training, Materials, etc.	Training Format (Online, Conference, Meeting, Board of Directors)



						Meeting, In Service)

**7. What outreach and training materials have you developed to support this initiative?**

Format	Link	Topic	Target Audience
Webpages			
Social media outreach (e.g. YouTube, Facebook, X [formally Twitter] etc.)			
Monographs			
Webinars			
Presentations (e.g., PowerPoint)			
Brochures			
Fact Sheets			
Newsletter, email, or other bulletins			
Television or radio engagement (e.g., advertisements, spotlights, etc.)			
Other, please explain:			

**General Questions**

1. What was the top accomplishment this program had during the reporting period?
2. What was the primary goal you focused on during this reporting period and what progress did you make toward that goal?
3. Did you encounter any problems or barriers during this reporting period? If yes, please explain.
4. Is there any assistance that we can provide at this time?
5. Are you on track to complete your program fiscally and programmatically as outline in your contract and/or grant?
6. What is one major activity planned for the next reporting period?
7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with us regarding this initiative?



DocuSign Contract Review and Routing Form

Office of Firearm Safety and Violence Prevention – Community Safety Unit

Type of Action (Check One): New Contract/Grant ☒ Amendment ☐ IAG ☐ Memo ☐

Funding Type (Check One): Federal ☒ State ☐

Contractor/Grantee Name: Young Women’s Christian Association of Spokane

Contract/Grant Number: \_F24-34443-007

Term: 10/1/2024 To 9/30/2026

Review by:	Name:	Initial/Date:
Contract Manager	Jasmine Shurelds	<div><div>DS</div><div>JS</div><div>11/13/2024</div></div>
Portfolio Manager	Aaron Edenshaw	<div><div>DS</div><div>AE</div><div>11/13/2024</div></div>
Executive Director	Kathleen Harvey	<div><div>DS</div><div>KH</div><div>11/18/2024</div></div>

9:52 AM PST

10:00 AM PST

7:51 AM PST



## Exhibit B - Grant Application

General Organization Information (organization being funded)	
Legal Name of Organization:	Young Women's Christian Association of Spokane
DBA (if applicable):	YWCA Spokane
Mailing Address:	930 N. Monroe St., Spokane, WA 99201
Physical Address:	930 N. Monroe St., Spokane, WA 99201
Tax ID #:	91-0565025
SWV #:	SWV0003126
UBI #:	328 006 410
UEI #:	HQ7UCU8XLWF1

Grantee Representative Information (point person managing grant)	
Name:	Sally Winn
Title:	Director of Legal Services
Phone Number:	509-789-9288
Email Address:	sallyw@ywcaspokane.org

Grantee Signatory Agent (principle agent signing grant contract)	
Name:	Jeanette Hauck
Title:	CEO

### Proposed Scope of Work

#### General Program Description

*Brief summary (1 or 2 sentences) of the organization/program.*

The YWCA Spokane, in partnership with the City of Spokane, seeks funding to formally establish a DV Order Service and Firearms Recovery Unit designed to enhance the safety and well-being of domestic violence survivors, their families, law enforcement, and the broader community. This request will build on prior, multidisciplinary efforts in our region to close procedural gaps related to firearm removal by deepening coordination between law enforcement, courts, and victim services.

#### Project Statement

*Short summary (1 or 2 paragraphs) of the proposed project.*

In 2019, YWCA and City and County law enforcement began to analyze and test different solutions to reduce DV lethality in our region. Increasing offender accountability and enforcing existing DV state laws around firearm surrender was an early priority of our collaboration. Since then, we have developed extensive processes and workflows to identify and safely remove firearms from dangerous offenders, but our work has been hindered by insufficient staffing necessary to formalize a coordinated unit.

The proposed DV Order Service and Firearms Recovery Unit aims to significantly reduce the risk of lethal violence by swiftly removing firearms from volatile situations involving domestic violence offenders. This multidisciplinary and interjurisdictional initiative will serve Spokane County and City, ensuring swift and certain enforcement of court-ordered firearm relinquishments. Domestic violence (DV) poses a critical threat to the safety of individuals and communities, and firearms in the hands of DV offenders drastically increase the risk of fatal outcomes. The YWCA Spokane is committed to addressing these issues through this proposed unit.

### **Project Goal(s) and Actions**

*Goals are the overarching outcome(s) that will be achieved with these grant funds. Actions are the specific programmatic functions that will be implemented to achieve the goal(s).*

1. Establish a specialized unit to serve DV Orders and Extreme Risk Protection Orders (ERPOs).
  - Form a unit composed of 2 officers from the City of Spokane Police Department and 1 Domestic Violence Firearms Investigative Analyst.
  - Send units out for 3 shifts per week (5-hour shifts)
2. Ensure the immediate and proactive removal of firearms from DV situations.
  - Serve protection orders and enforce Orders to Surrender (OTS).
  - Conduct thorough investigations to verify firearm possession and ensure compliance with court orders.
3. Enhance community education and awareness regarding firearm relinquishment laws.
  - Support victims through the protection order process in reporting and responding to perpetrators with firearms.
  - Conduct regular training sessions and workshops for law enforcement and community partners.
4. Strengthen interjurisdictional collaboration to effectively manage firearms crossing jurisdictional lines.
  - Collaborate with multiple jurisdictions to manage cases involving firearms crossing boundaries.
5. Ensure the safekeeping of firearms until judicial review.
  - Secure temporary custody of firearms during periods of heightened risk.

### **Project Implementation/Schedule**

*Description of individual tasks, activities, and/or deliverables in chronological order that are necessary to accomplish the goal(s) and actions, along with a schedule to complete them.*

<b>Goal/Action</b>	<b>Tasks</b>	<b>Deliverables</b>	<b>Timeline</b>
Establish a specialized unit to serve DV Orders to Surrender Firearms	<ol style="list-style-type: none"><li>1. Recruit 2 officers from the City of Spokane Police Department and 1 Domestic Violence Firearms Investigative Analyst.</li><li>2. Formally establish the DV Order Service and Firearms Recovery Unit.</li></ol>	<ul style="list-style-type: none"><li>• Recruitment announcements</li><li>• SPD subcontracts signed</li><li>• Official unit establishment documentation</li></ul>	<b>Start:</b> Upon funding approval  <b>Complete:</b> Within 2 months of funding
Ensure the immediate and proactive removal of firearms from DV situations	<ol style="list-style-type: none"><li>1. Serve protection orders and enforce Orders to Surrender.</li><li>2. Conduct investigations to verify firearm possession.</li><li>3. Engage in follow-up contacts and witness interviews.</li><li>4. Secure temporary custody of firearms during periods of heightened risk.</li></ol>	<ul style="list-style-type: none"><li>• Number of orders served</li><li>• Investigation reports</li><li>• Follow-up contact logs</li><li>• Firearm custody records</li></ul>	<b>Ongoing</b> , starting immediately upon unit establishment
Enhance community education and awareness regarding firearm relinquishment laws	<ol style="list-style-type: none"><li>1. Conduct regular training sessions and workshops for law enforcement and community partners.</li><li>2. Develop educational materials on firearm relinquishment laws.</li><li>3. Disseminate educational materials to the community.</li></ol>	<ul style="list-style-type: none"><li>• Training session schedules and attendance logs</li><li>• Educational materials (brochures, flyers)</li><li>• Distribution records of educational materials</li></ul>	<b>Training sessions:</b> Quarterly  <b>Educational materials:</b> Developed within 3 months and updated annually  <b>Dissemination:</b> Ongoing
Strengthen inter-jurisdictional collaboration to effectively manage firearms	<ol style="list-style-type: none"><li>1. Collaborate with multiple jurisdictions to manage cases involving firearms crossing boundaries.</li></ol>	<ul style="list-style-type: none"><li>• Memorandums of Understanding (MOUs) with partner jurisdictions</li></ul>	<b>MOUs and protocols:</b> Within 3 months of unit establishment

crossing jurisdictional lines	2. Establish communication protocols with partner jurisdictions.  3. Hold regular coordination meetings with partner agencies.	<ul style="list-style-type: none"> <li>• Communication protocols</li> <li>• Meeting agendas and minutes</li> </ul>	<b>Coordination meetings:</b> Monthly
Ensure the safekeeping of firearms until judicial review	1. Secure temporary custody of firearms during periods of heightened risk.  2. Maintain secure storage facilities for confiscated firearms.  3. Conduct regular audits of firearm storage and custody records.	<ul style="list-style-type: none"> <li>• Firearm custody records</li> <li>• Inventory logs</li> <li>• Audit reports</li> </ul>	<b>Secure storage:</b> Ongoing  <b>Audits:</b> Quarterly

### **Budget**

<b>Total Funding Requested</b>	\$790,487.36
<b>Purpose</b>	Establishment and operation of the DV Order Service and Firearms Recovery Unit

Detailed Budget and Justification	Amount	Justification
<b>Personnel Costs</b>		<b>\$211,631.75</b>
Director of Legal Services	\$59,193.75	Allocates 25% of time to supervise unit activities, coordinate with law enforcement and judiciary, and ensure grant compliance and oversight.
DV Firearms Investigative Analyst	\$136,448	Oversee unit activities, coordinate with law enforcement and judiciary, and ensure grant compliance and oversight.
Court Advocate	\$15,990	Allocates 15% of time to this project to support victim advocacy in cases related to firearm safe keeping

<b>Taxes &amp; Benefits</b>		<b>\$51,214.95</b>
Employment Taxes	\$19,046.86	FICA & Unemployment
Pensions/Retirement	\$10,581.59	Pension/Retirement Contributions
Health/Dental	\$21,586.50	Health insurance, retirement contributions, and other benefits.
<b>Equipment</b>		<b>\$ 2,650</b>
Computer	\$2,650	Laptop, Monitor and docking station for Analyst. Ongoing licensing and maintenance of same.
<b>Supplies &amp; Printing</b>		<b>\$ 5,330</b>
Office Supplies	\$4,100	Basic office supplies need to support documentation and work space configuration
Printing/duplication	\$1,230	Copier cost for document creation
<b>Training and Education</b>		<b>\$12,300</b>
Training Sessions & Workshops	\$6,150	One training each year for Firearm Analyst and Director in topics of Family Justice Center or Firearm Removal Task Force
Travel: Training & Interjurisdictional Collaborations	\$6,150	Travel expenses for meetings with partner jurisdictions to establish communication protocols and coordinate efforts in managing cases involving firearms crossing boundaries.
<b>Occupancy</b>		<b>\$ 4,100</b>
Office rental	\$4,100	Space allocation for the Firearm Analyst

<b>Subcontract with Spokane Police Department</b>		<b>\$384,785</b>
Special Duty Officers	\$268,320	2 officers + patrol car for 3 shifts/week (5-hour shift) for 2 years, 2 <sup>nd</sup> year 5% COLA added
Firearms Storage	\$41,000	Cost for SPD property storage of confiscated firearms awaiting judicial review.
<b>Other Costs</b>		<b>\$118,475.66</b>
Indirect & Administration	\$118,475.66	

### **Evaluation and Reporting**

The effectiveness of the DV Order Service and Firearms Recovery Unit will be monitored through regular data collection and analysis. Key performance indicators will include the number of firearms recovered, compliance rates with court orders, and reductions in DV-related homicides and injuries. Quarterly reports will be submitted to the Washington State Department of Commerce Office of Firearm Safety and Violence Prevention (OFSVP) as required.

### **Conclusion**

The YWCA Spokane's proposed DV Order Service and Firearms Recovery Unit addresses a critical need for enhanced enforcement of firearm relinquishment orders in DV cases. By proactively removing firearms from dangerous situations, this unit aims to protect survivors, their families, law enforcement, and the community at large. We respectfully request your support in funding this vital initiative to improve safety and save lives.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36682

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

MANAGEMENT &amp; BUDGET

**Bid #****Contact Name/Phone**

JESSICA 625-6585

**Requisition #****Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

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

0410 - SMC CLEAN-UP

**Agenda Wording**

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

**Summary (Background)**

The purpose of this ordinance is for SMC clean-up for the Department of Management and Budget relating to Intrafund Budget Transfers.

**What impacts would the proposal have on historically excluded communities?**

Not applicable

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

Not applicable

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

Not applicable

**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?**

Not applicable

**Council Subcommittee Review**

Not applicable



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA		
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			

## ORDINANCE NO. C36682

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

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

**Section 1.** That Section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.09.010 Permitted When**

- A. Intrafund budget transfers may be made during the current fiscal year by order of the ~~((mayor))~~ Mayor, or in the ~~((library fund))~~ Library Fund by the ~~((library director))~~ Executive Director, or in the ~~((park fund))~~ Park Fund by the ~~((director of parks and recreation))~~ Director of Parks and Recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the ~~((city council))~~ City Council:
1. The creation or abolishment of ~~((employee))~~ positions, except for:
    - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
    - b. progressive promotions, certification advancements, or position reclassifications of classified employees governed by ~~((civil service rules))~~ Civil Service Merit System Rules or bargaining unit contracts.
  2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund except for grant funds.
  3. All transfers of \$50,000 or more from a budgeted line-item to a defunded line item ~~((as adopted by the City Council))~~. “Defunded” shall mean a prior action by the City Council to reduce, eliminate, or reallocate appropriated funding for a fund, department, program, or activity, and resulting in a material decrease in its budgeted financial resources as compared to the prior fiscal year, whether occurring as part of the biennial budget adoption or subsequent special budget ordinance. For purposes of this section, “material decrease” shall mean a reduction of 70% or more in the adopted biennial budget allocation for a fund, department, program or activity from one fiscal year to the next.

4. Transfers of budgeted personnel expenses to non-personnel expenses. This does not apply to grant funds or Library, Parks, Civil Service, or other quasi-departments governed by a separately appointed Board or Commission.

~~((5. Transfers of budgeted personnel expenses from one department to another department within the same fund.))~~

~~((6))~~ 5. Emergencies as specified in state law ~~((or))~~, City charter or Spokane Municipal Code.

B. Provided, further, that ~~((the following transfers shall be approved by ordinance passed by a majority of all members of the city council:~~

~~1. Changes))~~ changes to the wages, hours, and conditions of employment of ~~((appointive employees))~~ employee positions shall be approved by ordinance passed by a majority of all members of the City Council.

~~((2. Adjustments to the salary or compensation of City officers, assistants and employees.))~~

**Section 2.** That Section 07.09.015 of the Spokane Municipal Code is amended to read as follows:

#### **Section 07.09.015 Personnel/Position Transfers**

A. Transfer of all classified ~~((personnel))~~ employees shall be accomplished pursuant to the City's ~~((civil service rules))~~ Civil Service Merit System Rules.

~~((B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.))~~

~~((C))~~ B. Inter-departmental transfers of ~~((job))~~ positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, SMC ~~((07.15.005))~~ Chapter 07.14, and chapter ~~((35.33))~~ 35.34, RCW, shall not occur unless the City Council approves ~~((an))~~ a special budget ordinance to accomplish the transfer.

**Section 3.** That Section 07.09.020 of the Spokane Municipal Code is amended to read as follows:

#### **Section 07.09.020 Report Required**

- A. The ~~((mayer))~~ Mayor shall prepare and submit to the ~~((city council))~~ City Council within fifteen (15) days following the calendar month a report of all intrafund budget transfers ~~((ordered))~~ requested during the previous calendar month. It shall not be necessary for the ~~((city council))~~ City Council to approve the report. The report shall include but not be limited to the following:
1. Intrafund transfers between departments; and
  2. Intrafund transfers covered by SMC 7.09.010(A)(1)(a) and (1)(b); and
  3. Intrafund transfers between categories of personal services, maintenance and operation, capital outlay and debt service.
- B. Intrafund transfers within budgets of single departments which do not involve transfers between the object groups of personal services, maintenance and operation, capital outlay, and debt service need not be included in the monthly reports to ~~((city council))~~ City Council.
- C. For purposes of determining those transfers to be reported, the classification of accounts as established by the ~~((state auditor))~~ Washington State Auditor shall be followed.

**Section 4.** That Section 07.09.040 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.040 Expenditure Limits**

Budget expenditures shall be limited in the manner specified in chapter ~~((35.33))~~ 35.34 RCW as now enacted or hereafter amended.

PASSED by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

---

Mayor

---

Date

---

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36699

**Cross Ref #****Project #****Council Meeting Date:** 06/02/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

SPENCER 6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

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

0650 - ORDINANCE TO PERMIT NEIGHBORHOOD COMMERCIAL IN NEW PUDS

**Agenda Wording**

Ordinance to Permit Neighborhood Commercial in New Planned Unit Developments

**Summary (Background)**

Planning staff are conducting significant public engagement efforts as part of the Comprehensive Plan update. One of the most common requests from the public has been to increase opportunities for commercial uses that serve daily needs to locate within neighborhoods. The SMC already authorizes this in some situations. The proposed ordinance would expand opportunities for commercial development in new residential neighborhoods while placing limits to ensure the commercial activity is compatible with residential neighborhoods. This is proposed as an interim zoning ordinance. If adopted, planning staff would continue to study the proper implementation of this topic and include permanent changes in the Comprehensive Plan update. Adopting this on an interim basis allows forthcoming plats to provide this important community amenity without waiting for the full update to be completed.

**What impacts would the proposal have on historically excluded communities?**

Residents of all neighborhoods, including those in lower-income neighborhoods, benefit from increased access to small-scale commercial businesses that provide goods and services. Increasing neighborhood access to small-scale commercial reduces the need to own and operate a car, empowers children to be independent, and can open up opportunities for residents to own and operate a business.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

**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?**

• Comp Plan policy LU 1.3 - Small-format retail and medical uses are complementary to low-intensity residential neighborhoods • Comp Plan policy LU 4.2 - Provide a compatible mix of housing and commercial uses • Comp Plan policy H 1.4 – Locate new residential development where services are available • Comp Plan policy H 2.4 – Link housing with other uses, including daily-needs services • Comp Plan policy N 7.1 – Increase public gathering places within neighborhoods • Comp Plan policy N 2.1 – Ensure neighborhoods offer cultural, social, and recreational opportunities • Sustainability Action Plan strategy TL 1.1 – Increase housing in proximity to employment opportunities and activity centers • Sustainability Action Plan strategy TL 1.6 – Allow

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		eking@spokanecity.org	



## ORDINANCE NO C36699

An ordinance adopting an interim official control; modifying section 17G.070.030 of the Spokane Municipal Code to authorize the inclusion of small-scale commercial establishments in planned unit developments.

WHEREAS, the City of Spokane is in the midst of the periodic update to its Comprehensive Plan; and

WHEREAS, significant public engagement on the periodic update has already occurred and more engagement will continue to occur; and

WHEREAS, one of the most popular suggestions to come forward during public engagement has been a desire to create more opportunities for small-scale commercial uses to serve residential neighborhoods; and

WHEREAS, the Comprehensive Plan includes many policies that support neighborhood-based small-scale commercial uses, including LU 1.3, LU 43.2, H 1.4, H 2.4, N 2.1, and N 7.1; and

WHEREAS, the Sustainability Action Plan also includes strategies that support neighborhood-based small-scale commercial uses, including TL 1.1 and TL 1.6; and

WHEREAS, the City Council has included consideration of small-scale commercial uses in residential neighborhoods as a work item on the Plan Commission work plan; and

WHEREAS, plats that are likely to come forward prior to adoption of the updated Comprehensive Plan and the Unified Development Code will establish buildings and uses that persist for many decades; and

WHEREAS, the work involved in the periodic update will include further consideration of the inclusion of small-scale commercial uses in residential neighborhoods; and

WHEREAS, RCW 36.70A.390 authorizes the adoption of interim zoning controls for up to one year with the inclusion of a work plan; and

WHEREAS, these proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; -- Now, Therefore,

The City of Spokane does ordain:

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council findings in support of the adoption of this ordinance.

**Section 2. Purpose.** The purpose of this ordinance to authorize small-scale commercial uses within residential planned unit developments, subject to limitations that ensure such uses complement the residential neighborhood.

**Section 3. Public Hearing.** The hearing required under RCW 36.70A.370 was held at the time of adoption of this ordinance.

**Section 4. Duration of Interim Official Control.** The interim official control established by this ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this ordinance.

**Section 5. Work Plan.** Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of commercial uses in residential neighborhoods during the periodic update to the City's Comprehensive Plan.

**Section 6.** That section 17G.070.030 of the Spokane Municipal Code is amended as follows:

### Section 17G.070.030 Development Standards

#### A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:
  - a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:
    - i. community building with indoor and/or outdoor recreation facilities;
    - ii. recreational vehicle and personal storage area;
    - iii. consolidated guest parking facilities.
  - b. Retail sales and service uses and office uses are permitted subject to the following limitations:
    - i. The PUD site is larger than 50 acres; and
    - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of four thousand (4,000) square feet each; and
    - iii. The average square footage of all retail sales and service uses and office uses shall not exceed three thousand five hundred (3,500); and

- iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and
- vi. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and
- vii. Outdoor seating is permitted and is counted towards the square footage of the retail sales and service or office use unless provided in the right-of-way through the appropriate permitting process; and
- viii. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and
- ix. Prohibited uses include but are not limited to:
  - A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
  - B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
  - C. Drive-through Facilities
  - D. Adult Business
  - E. Commercial Parking
  - F. Mini-Storage Facilities
  - G. Quick Vehicle Servicing

- 2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:
  - a. Retail sales and service uses and office uses are permitted subject to the following limitations:
    - i. The PUD site is larger than ten acres,
    - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
    - iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

- iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
- v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
- vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

- a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
- b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
- c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

- a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
- b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
- c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

- a. The minimum lot size, lot depth and lot width standards may be modified.
- b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

a. Front and rear yard setbacks.

- i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
- ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
- iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

b. Side Yard Setbacks.

- i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.

- ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

- a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
- b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:
  - a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
  - b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
  - c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.



2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
  - a. A homeowners' or property owners' association as regulated by state law.
  - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not "turn its back" on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

**Section 7. 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 8. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_

Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36700

**Cross Ref #****Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

ANDRES 625-6821

**Requisition #****Contact E-Mail**

AGRAGEDA@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

LNAVARRETE KKLITZKE

**Sponsoring at Administrators Request**

NO

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

0320 ORDINANCE AUTHORIZING DESIGNATION OF PARK PROPERTY AS NON-

**Agenda Wording**

Ordinance authorizing the Park Board and Park Director to designate portions of park property as Non-Public Areas, amending sections 12.06A.030 and 12.06A.040 of the Spokane Municipal Code

**Summary (Background)**

The ordinance provides a mechanism for the Park Board or Park Director to temporarily or permanently designate portions of park property as non-public. This is intended to address employee and resident safety concerns, inaccessibility, city asset security, and warrantless entry by law enforcement.

**What impacts would the proposal have on historically excluded communities?**

Immigrant, refugee and BIPOC communities have historically excluded themselves from participating in events held in public spaces for fear of unreasonable harassment from law enforcement at all governmental levels. This is especially true given recent changes in federal immigration policies and practices. This ordinance would address this by providing a mechanism to disallow law enforcement from entering into events without consent from the organizers, City officials or a judicial warrant.

**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 would be collected on warrantless attempts to access non-public park areas by the Park Director or their designee. The type of event and the demographics of the people affected could then be observed

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

See above

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

SMC 18.01.020A states: "The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all" SMC 18.01 .020B states: "It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations" The Comprehensive Plan states: "To maintain the viability and health of the city, residents should have equitable access to open space and park amenities" RES

**Council Subcommittee Review**

No subcommittee review

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
While is is likely that adoption by the Park Board may require the use of park funds for additional signage, it is expected the ordinance will encourage participation of all City residents in Park events, thereby promoting more use of RFP paid attractions			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>			
<b><u>Funding Source Type</u></b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b><u>Expense Occurrence</u></b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>			
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>			
<b><u>Distribution List</u></b>			

## ORDINANCE NO. C36700

An ordinance authorizing the Park Board and Park Director to designate portions of park property as Non-Public Areas, amending sections 12.06A.030 and 12.06A.040 of the Spokane Municipal Code.

**WHEREAS**, the official motto for the City of Spokane is “In Spokane We All Belong”; and

**WHEREAS**, the City of Spokane strives to be a welcoming city for immigrants and refugees; and

**WHEREAS**, recent changes in federal immigration policies and practices have caused fear and uncertainty in our communities; and

**WHEREAS**, the City is proud to host hundreds of events ranging from weddings, picnics, large group gatherings, corporate events and more each year at some of the most beautiful venues and settings anywhere in Spokane; and

**WHEREAS**, it is beneficial to the City that all Spokane residents feel safe and comfortable participating in events held at parks; and

**WHEREAS**, the stated vision in the Parks and Recreation chapter of the Comprehensive Plan is as follows: “Spokane will acquire, operate, enhance, and protect a diverse system of parks, boulevards, parkways, urban forest, golf courses, and recreational, cultural, historical, and open space areas for the enjoyment and enrichment of all”; and

**WHEREAS**, the Comprehensive Plan also states: “To maintain the viability and health of the city, residents should have equitable access to open space and park amenities”; and

**WHEREAS**, the Spokane City Charter grants the Spokane Park Board the power to “lay out, establish, purchase, procure, accept, and have the care, management, control, and improvement of all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, now or hereafter owned or controlled by the City whether within or without the city limits, and may designate them by name”; and

**WHEREAS**, the Spokane City Charter also grants the Spokane Park Board the power to “make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations”; and

**WHEREAS**, Consistent with the City Charter, Section 12.06A.010 of the Spokane Municipal Code states: “The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them,

including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas, recreation grounds and conservation lands”; and

**WHEREAS**, according to Article II Section 5 of the Spokane City Charter, the City Council is the legislative body of the City, and therefore has the power to pass ordinances that amend the SMC; and

**WHEREAS**, the Washington State Office of the Attorney General’s Guidance Concerning Immigration Enforcement states: "Local governments and private organization should adopt a policy that addresses when federal immigration authorities will be permitted to access non-public areas"; and

**WHEREAS**, RCW 35.22.280 states: “[Any city of the first class shall have power] to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”; and

**WHEREAS**, the Washington State Constitution states: “No person shall be disturbed in his private affairs, or his home invaded, without authority of law”; and

**WHEREAS**, the Fourth Amendment of the United States Constitution states: “The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized”; and

**WHEREAS**, in the case United States v. Vertigo-Urquidez the U.S. Supreme Court held that persons “protected by the Fourth Amendment, and by the First and Second Amendments, and to whom rights and powers are reserved in the Ninth and Tenth Amendments, refers to a class of persons who are part of a national community or who have otherwise developed sufficient connection with this country to be considered part of that community”; and

**WHEREAS**, the City Council finds that it is necessary to ensure that all residents of the City of Spokane, regardless of their immigration status, are free from apprehension of unlawful arrest or deportation while using the City’s public spaces and parks; and.

**WHEREAS**, in 2018 the City Council enacted provisions to restrict warrantless entry of federal immigration officials onto City property, codified in Section 12.05.050 of the Spokane Municipal Code, but such provisions are not applicable to park land, which is under the exclusive control of the Spokane Park Board ; and

**WHEREAS**, the City Council wishes to create a similar mechanism for controlling access to park land by federal immigration officials, under the auspices of the Spokane Park Board;

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

**Section 1.** That section 12.06A.030 of the Spokane Municipal Code is amended to read as follows:

**Section 12.06A.030** Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

- A. "Director" means the Director of Parks and Recreation of the City.
- B. "Nonpublic" means any area of a city park, facility or property that is not generally open and accessible to the general public without restriction, but instead requires express permission prior to entry, such as a valid ticket for a park event, or permission by a city employee or an employee of a tenant in a city facility on an individual basis, or areas that are limited to park employees, service providers or other invited guests or attendees. Non-public includes park areas generally open to the public but reserved for private use on a temporary basis, but only for the duration of such private use. In addition, areas posted as "Restricted" in City facilities shall also be considered to be non-public areas.
- ~~((B))~~ C. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.
- ~~((C))~~ D. "Park Board" means the Park Board of the City as established by the City Charter.
- ~~((D))~~ E. "Park property" means all grounds, facilities, equipment, pillars, monuments, gazebos, displays, retaining walls, fixtures, vegetation, trees, turfed areas, playground equipment, athletic courts, parking lots, bathrooms, picnic areas, shelters and sports facilities.
- ~~((E))~~ F. "Park rangers" are Parks Department employees who patrol city parks and are authorized to issue notices of infraction related to the enforcement of park rules. They also administer first aid, act as good will ambassadors and otherwise work to ensure a safe environment for park guests.

**Section 2.** That section 12.06A.040 of the Spokane Municipal Code is amended to read as follows:

**Section 12.06A.040** Rules and Regulations



The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to [SMC 16A.07.060](#) and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

#### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.

5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

#### G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Food

1. Except as provided in [SMC 10.51.040\(A\)](#), no person may sell food inside or adjacent to a park without first obtaining the following:
  - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by [SMC 10.51.070](#) and [SMC 17C.390.030](#); and
  - b. A valid a mobile food vendor's permit as required by [SMC 10.51.010](#).

#### I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the

parks department under the procedures and requirements for special events as provided in [Chapter 10.39 SMC](#).

2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

#### J. Other Uses of Parks and Park Property

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

#### L. Designating Non-Public Areas on City Park Property

1. The Park Board or Park Director may temporarily or permanently designate portions of City parks to be non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with this chapter.
2. Permission to access any portion of a City park with a Non-Public designation without a judicial criminal warrant for the purpose of executing federal civil immigration enforcement operations shall only be provided with the express, written approval of the Park Board or Parks Director. The approved entry by a federal officer to a Non-Public area shall be limited to each individually approved warrant and shall not be construed as permitted, continued access to the Non-Public area for any period of time. Any warrantless attempts or requests for access to non-public park areas, City park facilities, equipment or nonpublic databases for the purpose of executing federal civil immigration enforcement operations shall be immediately sent to the Parks Director or their designee.

**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 \_\_\_\_\_.

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

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36703

**Cross Ref #**

OPR 2025-0431

**Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

PARKS -

**Bid #****Contact Name/Phone**

JONATHAN 6243

**Requisition #****Contact E-Mail**

JMOOG@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

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

1400 PERMISSIBLE USE AGREEMENT FOR DOWNTOWN ZIPLINE

**Agenda Wording**

Permissible use agreement with Epiphany Applied Concepts, INC and Spokane Skylines, LLC (d/b/a "Mica Moon") for construction, operation and maintenance of the downtown zipline for a 15-year term from execution of this agreement for an annual revenue of \$62,000.

**Summary (Background)**

City Council adopted resolution (RES 2022-0044) on May 9, 2022 supporting the Parks Department to proceed with a Request for Proposals (RFP) to evaluate the potential zipline vendors. Epiphany Applied Concepts was the only respondent to bid RFP#5922-23 and their proposal was evaluated and selected by a community working group. The zipline project was managed in two phases: Phase I focusing on Zipline feasibility and legal compliance such as securing permits, variances and any necessary permissions from adjacent property owners; and Phase II focusing on securing City approval to use City property for Zipline construction, operation and maintenance. This agreement, representing Phase II, establishes a permit with Epiphany Applied Concepts, INC and Spokane Skyline, LLC (d/b/a "Mica Moon") to use City and Park property for the purpose constructing, operating, and maintaining a zipline attraction and shuttle service funded at permittees own expense. This permit establishes a fifteen (15) year initial term with an optional five (5) year mutually agreed upon extension. The prospective zipline is approximately 1400 linear feet in length with a flightpath traveling west along the Spokane River from the eastern lower boardwalk viewing platform at A Place of Truths Plaza (aka "CSO Tank 26 Plaza"), crossing under the southernmost large arch of the three (3) large arches beneath the Monroe Street Bridge and landing on the southeastern edge of Redband Park located in the Peaceful Valley neighborhood at 216 North Cedar St., Spokane, WA 99201.

**What impacts would the proposal have on historically excluded communities?**

Approval of the permit would activate new experiences and opportunities for the community as well as encourage tourism in Spokane. Effort has been taken to ensure zipline and shuttle service, where feasible, is accessible such as special harnesses designed to accommodate those with special needs and mobility impairments. Permittee will provide 1000 tickets annually to charitable organizations and underserved youth. Permit would also establish a riverfront Park shuttle services aimed at providing greater access to those with mobility needs. One of these shuttles will be wheelchair accessible.

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

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?**

The goal of the zipline is encourage tourism and visitations downtown to support our businesses and increase the vibrancy of our City. Riverfront Park has a long history of operating its own attractions and working with community partners. Riverfront will apply that experience to gauge the success and popularity of the zipline attraction. City also will establish regular meetings to discuss maintenance, operations, financials, safety and to continue to ensure the zipline does not operate as a cost to the City.

**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 zipline attraction is supported in primarily three documents; (1) Riverfront Park Master Plan identifies need for a major destination attraction; (2) Parks and Recreation Division Master Plan cites need for experienced based attractions (mentions zipline) within downtown to attract users to experience parks and businesses. It also aligns with "Goal E" for car for and activation of the Spokane River, "Goal M" for establishing strategic partnerships, and "Goal L" for pursue additional funding sources; (3) Zipline is referenced in the Spokane Downtown Plan with the Downtown Spokane Partnership as an attraction to program and activate public downtown spaces.

**Council Subcommittee Review**

Not Reviewed by subcommittee



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$	0	
Current Year Cost	\$	0	
Subsequent Year(s) Cost	\$	0	
<b><u>Narrative</u></b>			
Revenue generating permit.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Revenue	\$ 50,000	# 1400-54330-76901-36250	
Revenue	\$ 12,000	# 1400-54330-76901-36284	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b> Recurring			
<b><u>Funding Source Type</u></b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
Permit is paid annually by permittee.			
<b><u>Expense Occurrence</u></b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Revenue generating			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	MOOG, JONATHAN		
<b><u>Division Director</u></b>	GBYRD		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	KAPAUN, MEGAN		
<b><u>For the Mayor</u></b>	GBYRD		
<b><u>Distribution List</u></b>			
		jmoog@spokanecity.org	
parksaccounting@spokanecity.org		gjones@spokanecity.org	
rlentz@spokanecity.org		jkconley@spokanecity.org	

## ORDINANCE C36703

AN ORDINANCE approving a Permissible Use Agreement between and among the City of Spokane, Spokane Parks and Recreation, Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., for the construction, operation and maintenance of a zipline on and above City-owned property.

**WHEREAS**, the Spokane Park Board has approved a Permissible Use Agreement with Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., together doing business as “Mica Moon,” for permissive use of City property to construct, operate and maintain a zipline on and above that City property situated west of Riverfront Park and south of the Spokane River, which agreement is attached to this Ordinance as Attachment 1 (hereafter, the “Agreement”); and

**WHEREAS**, Article V, Section 48 of the City Charter of the City of Spokane requires that certain agreements concerning park property for a period of more than three (3) years shall require approval by ordinance; and

**WHEREAS**, the Agreement has an initial term of 15 years with the option of a 5-year renewal thereafter; and

**WHEREAS**, the City Council has reviewed the terms and conditions of Agreement and has had an opportunity to review its related exhibits, and finds them to be suitable and appropriate for the purposes stated;

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

**Section 1. Approval of Permissible Use Agreement.** The Permissible Use Agreement is approved by the City Council in compliance with Article V, Section 48 of the Charter of the City of Spokane, according to the terms and conditions set forth in the agreement.

**Section 2. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

---

City Clerk

---

City Attorney

---

Mayor

---

Date

---

Effective Date

## Bid Response Summary

**Bid Number** RFP 5922-23  
**Bid Title** Downtown Spokane Zipline  
**Due Date** Monday, July 24, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Epiphany Applied Concepts Inc. , DBA Mica Moon  
**Submitted By** RICHARD STEWART - Monday, July 24, 2023 12:56:36 PM [(UTC-08:00) Pacific Time (US & Canada)]  
rik@micamoon.com 5095874020

### Comments

### Question Responses

Group	Reference Number	Question	Response
Pre-Bid Meeting & Tour			
	1	A pre-bid meeting & tour will be held on Wednesday, June 28, 2023: Starting at 10:00 A.M. starting at the Tribal Conference Room in the City Hall Lobby, 808 W Spokane Falls Blvd., Spokane Wa - there is a virtual link for the meeting part only in the RFP document.	AGREED AND ACKNOWLEDGED
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Richard Stewart 509 218 6216 rik@micamoon.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Richard Stewart 509 218 6216 rik@micamoon.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	RFP Submittal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	RFP Submittal.pdf
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

## LETTER OF SUBMITTAL

**Proposer:** Epiphany Applied Concepts, Inc. DBA Mica Moon  
**Address:** 23403 E. Mission Ave. Suite 1111, Liberty Lake, WA 99019  
**Contact:** Richard (Rik) Stewart – President and Founder  
**Phone:** 509-218-6216 (Mobile) | 509-587-4020 (Office)  
**Email Address:** rik@micamoon.com  
**Website URL:** micamoon.com  
**Organization:** WA Sub-S Corporation (WA UBI# 603 217 002, Fed EIN # 45-5541148)  
**Established:** 6/21/2012

Mica Moon's initial Mission Statement, written in 2012, included the goal to "...become the iconic outdoor experience in Spokane and the Inland Northwest." We could never have imagined that just nine years later we would be the #1-rated outdoor activity in Spokane on TripAdvisor for eight years running. We are the winner of Visit Spokane's "Small but Mighty" tourism award. We have an almost exclusive 5-star customer rating on Google, Facebook, Yelp, and TripAdvisor. Our "People's Choice" status on TripAdvisor puts us in the top 10% of ALL attractions in the world by virtue of actual customer reviews. Each year we host thousands of guests from every major US city and over 104 foreign countries in our zipline home in little old Liberty Lake. We have a hearty reputation in the industry and in the ACCT as a "World Class" attraction.

Much like the ziplines recently built at Niagara Falls, Spokane Skylines will offer a singular experience and breathtaking views of the largest urban falls in the US. The invitation to respond to this RFP and our winning of the contract to design, build, and run the zipline at Riverfront would be a natural and welcome step in our ongoing mission. We are pleased and grateful to have this opportunity and believe that doing at Riverfront that which we are already doing so well at Mica Moon, will create a truly amazing and iconic attraction for visitors of Spokane and Riverfront Park.



BY



Mica Moon and Synergo are corporations licensed to do business in the State of Washington and Operations would register with the City of Spokane and the Washington Department of Revenue for this new location. In addition to our corporate offices in Liberty Lake, the "Spokane Skylines" would have a ticket office on location. We plan to locate this skirted park model office on land provided by Avista as described in the included signed "Letter of Intent" between Avista and Mica Moon, and/or within the park elsewhere.

No current or former City employees have been employed by or on any of the contractor's governing board as of the date of the Proposal or during the previous twelve (12) months. We acknowledge that Mica Moon and Synergo will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City, neither has had a termination for default in the last 5 years.

Richard Stewart  
President, Epiphany Applied Concepts, Inc. DBA Mica Moon

July 24, 2023

## MANAGEMENT PROPOSAL

### 1) PROJECT MANAGEMENT – CONSTRUCTION TEAM STRUCTURE/INTERNAL CONTROLS

- a) Synergo Proposes the following Design and Construction Team Structure:
  - i) Prime Contractor: Synergo, Portland OR: Founded in 1994, Synergo began by providing experiential outdoor programming to the Portland Community. From its humble Pacific-Northwest roots, co-owners Jennifer and Erik Marter have grown the organization over the past thirty years into an internationally recognized company specializing in the high-quality design and installation of challenge courses, zip line tours and aerial adventure parks. True to its origins, Synergo still delivers numerous transformational programs to youth and adults through our experiential education programs. Additionally, within the broad spectrum that is the industry today, Synergo's Training Department caters to the specialized needs of hundreds of clients each year, while its Training Department provides qualified course inspections using cutting edge tools and technologies across the nation. Synergo is an accredited full-service organization and Professional Vendor Member of the Association for Challenge Course Technology, performing installation, training, design, consultation, and inspections for clients across the United States.
    - (1) Erik Marter, Owner, and Founder since 1994: Erik has been the Project Manager for over 100 projects in the past 3 decades. He will assist with high level oversight and direction for the duration of this project and is the primary point of contact for design considerations. Erik's career has been formative in the direction of our industry. He served for a number of years as the Board Chair of the Association for Challenge Course Technology and continues working on improving the standard setting organization. Erik actively consults in the creation of legislation affecting the zipline and challenge course industry; working with regulators in multiple states to help guide their process.
    - (2) Kyle Bruser, COO since 2013: Primary responsibilities as regards this project include project tracking, Commissioning Process, Project Documentation, Quality Assurance. Kyle has been working with Synergo for over a decade, assisting with Project Management of over 50 Installations, Material Procurement, Inspections, Commissioning, and Logistics.
    - (3) Ezekiel Caldwell, Director of Construction since 2014: Ezekiel will be the primary point of contact for the duration of the installation, acting as liaison between the client and our team of installers, engineers, and fabricators. Ezekiel is responsible for writing bids, material sourcing, project design, scheduling, and material procurement.
    - (4) Razan Zainab, CAD Drafter and Designer since 2022: Working closely with our Engineering Partners and Internal Design Team, Razan assists in the creation and editing of our plan sets, 3D renderings and conceptual models.
    - (5) Scott Yeomans, Lead Builder since 2020: As a project foreman on the ground, Scott is responsible for installation, day to day scheduling, project timelines and onsite coordination and logistics.

- (6) Gage Bryers, Lead Builder since 2020: As a project foreman on the ground, Gage is responsible for installation, day to day scheduling, project timelines and onsite coordination and logistics.
- ii) Engineer Of Record: Miller Consulting Engineers, Portland OR: When Ray Miller founded MCE in 1978, the world of structural engineering was very different than it is today. The tools of the trade were limited to drafting tables, slide rules and simple calculators. These tools have largely been replaced by computer-aided drafting, building information modeling, and structural analysis software, but experience and engineering judgment remain the most important factor in Miller's designs. Awards include: 2022 Oregon Chapter ACEC Engineering Excellence Honor Award, 2022 Outstanding Aquatic Design Award from Athletic Business Magazine, 2020 Oregon Chapter ACEC Engineering Excellence Honor Award, 2019 Excellence in Structural Engineering Award (SEAO), 2019 DBIA National Design Build Merit Award. Synergo has collaborated with Miller on over 50 projects over the course of a decade.
- iii) Supplemental Engineering: Coffman Engineers, Spokane WA
  - (1) Tom Arnold, PE, Principal, Civil Engineering, DBIA, LEED AP
  - (2) Jeff Mitchell, PE, SE, Principal, Structural Engineering
- iv) Landscape Architects: Bernardo Wills, Spokane WA
  - (1) Dell Hatch, ASLA, Principal | Managing Director of Landscape Architecture
  - (2) Bill LaRue, ASLA, Associate | Landscape Architect

If a contract is awarded, qualified supplemental local trades will be hired under Synergo.

- b) Synergo Past Similar projects/Qualifying Experience
  - i) Restoration Oaks, Buellton CA, Current
    - (1) Scope: Zipline tour with primary and secondary brake systems.
    - (2) Project Details: We are designing and installing eight ziplines with braking systems, of which two will be tandem ziplines like the one proposed for Riverfront Park. Lines and platforms will similarly be built on poles. We have pulled permits from the County. California regulates commercial zipline and aerial adventure park operations, using ASTM F24 Standards. All installation considerations will fall within ASTM Standards.
  - ii) Sequoia Zoo Redwood Skytrek, Eureka CA, 2021
    - (1) Scope: Off-belay ADA accessible bridges and platforms in old-growth Redwood trees.
    - (2) Project Details: Working closely with the City of Eureka, the Sequoia Park Zoo, Community Members, Miller Consulting Engineers, and Consulting Arborists, Synergo completed a series of suspension and catenary bridges in old growth redwoods. The bridges and platforms are completely off-belay and accessed via an ADA accessible, 360' ramp that takes patrons to the beginning of the "Skywalk." The tour takes patrons to a maximum height of 100' off the ground. The Skywalk was recently named "The best aerial Adventure Park in the country in 2023 by USA Today 10 Best Reader's Choice Travel Award Contest." Full permit package submitted to the County.
  - iii) Lanai Adventure Park, Lānaʻi City, HI 2019
    - (1) Scope: Steel, two story Aerial Adventure Park with over 70 elements built into a pond with centralized viewing platforms on both levels, traditional team-building challenge



course set in trees, quad-ziplines, and kids aerial adventure park.

- (2) Project Details: Located in the interior of the semi-remote Hawaiian island of Lānaʻi, Synergo worked closely with Pulama Lanaʻi, Nordic PCL, Miller Consulting Engineers, K2 Engineering, and Twisted Metal Fabrication in the installation of a series of adventure amenities serving both the two Four Seasons resorts on island, as well as the local island residents and visitors alike. We pulled permits for this project and conducted an audit to ASTM F24 once complete.

iv) Girl Scouts of Western Oklahoma, Oklahoma City OK, 2019

- (1) Scope: Two steel towers over a lake, with there and back ziplines with ZipKea braking systems in the GO-CLOUD orientation.
- (2) Details: This project was a partnership between the Girl Scouts of Western Oklahoma and the Oklahoma City Zoo. Oklahoma State regulates Ziplines utilizing ASTM F24 Standards. Synergo worked closely with the Girl Scouts, the city, and the State in the installation and commissioning of these out and back ziplines. Steel towers were erected and bolted to concrete pads with internal staircases to access zipline launch and terminations. Miller Engineering served as the EOR and K2 Engineering out of Reno performed a 3rd Party ASTM F770 Audit for the documentation and proposed operation of the lines. The lines have been in operation since 2019.



FIG. 14.—Slipped square knot.

## 2) OPERATIONS MANAGEMENT – OWNER AND STAFF QUALIFICATIONS / EXPERIENCE

a) Mica Moon proposes the following Operations Team Structure:

i) PROPOSED: Spokane Skylines, LLC, a subsidiary of Mica Moon

(1) Mica Moon is in its ninth year of operation. In those years it has seen steady growth.

Mica Moon is almost perfectly suited to operating the ziplines at Riverfront Park. As the winner of the Visit Spokane's "Spirit of the Intermountain Northwest - Small but Mighty" award Mica Moon was officially recognized as Spokane's premiere tourist attraction. When the ACCT annual conference was scheduled to be held in Spokane in 2021, Mica Moon had the honor of being chosen by Visit Spokane to write an introduction to Spokane on the brochure that was handed out to the thousands of ACCT attendees. The conference was canceled due to Covid, but thousands of ACCT members learned about our amazing city. The brochure is attached in the appendix.

Our three-hour zipline tour and this zipline ride at the falls are distinct enough experiences that they will not compete and will most certainly cross-promote, driving traffic to both venues. Mica Moon's "top of the page" Search Engine Optimization (SEO), highly positioned results in google, and internet searches will be very beneficial to the success of the ziplines at Riverfront, especially in the initial years. Our established relationships with local businesses, schools, retirement communities, churches and clubs like the Boy and Girl Scouts will also benefit from the attraction at Riverfront Park.

ii) PROPOSED STAFF EXPERIENCE AND QUALIFICATIONS:

(1) Richard (Rik) Stewart, Principal, CEO

As the major shareholder and CEO, Rik will oversee Marketing and the Operations Team. Rik will also participate materially in securing permits and approvals in the phase 1 feasibility portion with the other design team members and coordinate with Synergo throughout the design and construction phase.

After securing start-up capital funding, Rik founded Mica Moon in 2012 and spearheaded permitting and property permissions on the 300+ acres upon which Mica Moon Adventure Park resides. Rik met with the County Commissioners and successfully amended the Spokane County Rural Conservation Zone, county wide, to allow for Commercial Recreational use under a Conditional Use Permit. Rik then successfully obtained a Conditional Use Permit and defended a legal suit challenging the hearing examiner's decision. The suit was eventually dropped and dismissed with prejudice. Rik spearheaded successful SEPA, HPA, Habitat management plans, geotechnical surveys etc.

In the subsequent 9 years he has accumulated specialized and valuable experience running the Inland Northwest's iconic and world class Zipline and Adventure Park. He has utilized these skills to excel in areas of marketing, staffing, risk

management, and creating a company culture of success. These business skills give him a skillset uniquely optimized for the responsibilities he will undertake at Spokane Skylines. Rik has been an active member of the ACCT since 2013 and has participated in continuing education courses at the ACCT for the duration of his membership.

(2) Heidi Stewart, Principal, CFO

Heidi will oversee the budget, expenses, and bookkeeping. She has been the CFO and COO for Mica Moon since 2015. Heidi performed payroll, paid and filed monthly/quarterly taxes, and year end tax preparation. She handled all accounts receivable and payable and oversaw the budget. She designed operations of tours and managed logistics of shuttling all guests to/from the office in Liberty Lake to the mountain. She managed the guide staff, oversaw scheduling, and performed regular safety meetings. She has assisted in guide training since 2016. Heidi has been a member of the ACCT since 2016.

(3) Drew Stewart, Principal, General Manager and COO

Drew will manage training, staffing and operations. He will also manage daily inspections, periodic inspections, and general business practices. Drew has been a guide, head guide, course manager, and general manager for Mica Moon. He managed the guide team and performed training since 2021. Drew is a certified course manager through Synergo. As course manager of Mica Moon, he oversees daily operations of tours, inspections, safety meetings and protocol. Drew has been an active member of the ACCT since 2016.

iii) SUBCONTRACTORS

(1) Synergo, LLC – Erik Marter (See [Project Management Section 1a](#))

(2) Active Travel Marketing Brad Moss, Founder, CEO.

Brad has contributed to the marketing success of Mica Moon since its inception and his company Active Travel Marketing is one of the premiere Digital marketing Companies in the world and specializes in online promotion of active travel industries. His portfolio and what Active Travel marketing does for us, including a mock up of what he will do for Spokane Skylines at Riverfront Park can be viewed at the following link: <https://pages.qwilr.com/Mica-Moon-at-Riverfront-W3Py0LLTeu1E>

(3) PE, SCJ Alliance - Scott Rivas, Scott will assist in the permitting process.

b) References

- i) Please see the attached letter of reference from Robert Monaghan. Besides being the principal owner of Hibbs Hallmark, one of the largest and most respected insurers of outdoor recreation in the country, Robert is a recognized industry expert in the ACCT. He often speaks at ACCT workshops or is included in panels for discussion on accident trends,

newest safety policies and liability issues. Robert has also provided a reference on behalf of Synergo in the same letter.

- ii) You will also find attached a letter of reference from Kyle Bruser who is also a respected ACCT expert. Kyle has been intimately acquainted with Mica Moon's operations, policies, and procedures since 2015.

## TECHNICAL APPROACH

Mica Moon has assembled a group of private investors, each willing to invest between a hundred thousand and a million dollars. Many of the same group of previous private investors participated in Mica Moon's startup nearly ten years ago and have agreed to invest with us again in this new attraction. Exact terms and amounts from each investor are to be determined when Mica Moon has been selected as the winning proposer and the feasibility questions have been answered. Additional funding is available from newly acquired investors who are intrigued by the unique prospects that this attraction holds. Included is an example of a "Memorandum of Understanding" to document these commitments.

A line of credit from Washington Trust Bank, whom Mica Moon has banked with for 12 years, is planned to be dedicated specifically for expenses associated with this project. Additionally, my builder, Synergo, has been an investing partner in the past for construction expenses and has expressed a willingness to possibly do so in this case. It is important to note that due to the early stage of this RFP, and the requirement for a phase 1 contract for feasibility, finalized agreements with investors are not possible at this time. Mica Moon has access to the funds required to complete Phase 1 and could self-fund until the RFP bid and the feasibility and permitting phase is complete and construction and start-up investment can be finalized.

Both Mr. Stewart of Mica Moon and Erik Marter of Synergo will ensure that the design, feasibility, and construction portion of the project stays within budget. A 15% contingency in the budget will be used where materials price increases or other unforeseen and unavoidable expenses arise. Heidi Stewart will monitor the budget from an accounting perspective once operations begin, which she has done for Mica Moon for almost a decade.

Mr. Stewart and Mr. Marter used their distinct experience and perspectives to create a unique attraction on Mica Peak which has proven to be a winning recipe over the years. They have combined their talents and vision again and with "outside the box thinking" has created a unique and complete experience to be had at Riverfront Park's Spokane Skylines.

A unique design element in our proposal includes a portable, but skirted and permanent looking, practice zip on Avista property. This orientation zip will encourage the less adventurous guest, who would otherwise not be willing, to try the big lines under the bridge. It has been our experience that a well-designed orientation zip will vastly decrease the number of people who "bail" and greatly increase the number who will attempt the larger lines. It also offers a more affordable option to those who simply want to zip but can't afford the longer lines. From a marketing standpoint there is a well-known strategy associated with offering a "Premium Combo package" of both zips and perhaps even an extended Riverfront Park tour back to our ticket booth.

Another exciting aspect of our proposal is the construction of a larger "Observation deck" adjacent to the zipline landing east of Redband Park. This will offer zipliners that are perhaps part of a

group, an amazing view of the falls up the river and an opportunity to watch their friends come zipping in. This gathering place will have interpretive signage and benches for all to enjoy and will remain open to the Peaceful Valley Community for their use even when the zipline is closed and locked out. It is here that zipliners will wait, attended by staff, a few minutes for the next shuttle. All of this will limit the intrusion into Peaceful Valley and benefit the community with the observation deck. Sort of a Peaceful Valley version of A Place of Truths Plaza, complete with a mirrored view of the falls.

The stated goal of the RFP is to provide a "...major and compelling anchor attraction..." One that would "...support a thriving downtown experience." At the beginning at Mica Moon in Liberty Lake, what had what we perceived as a challenge or drawback associated with the CUP requirement to shuttle guests to and from our property on Mica Peak. This wrinkle became a hugely popular asset. We decided to have our driver give our guests a narrative describing the history, geology, and wildlife of Liberty Lake, the Saltese Flats and Mica Peak during the 15-minute shuttle drive. Instead of being a drawback, the "guided" shuttle ride has become a regularly mentioned and loved part of the zipline adventure. It is often mentioned fondly in our many 5-star reviews. We intend to do a similar and site specific "edutainment" narrative on the guided trip back to and through the park. These are just a couple of the unique add-ons that we propose will transform this experience from just a zipline ride to a major anchor attraction and a thriving downtown experience.

The proposed timeline for this can change dramatically if there are challenges in the permitting process. Of particular concern is the conditional use permit and associated construction variance and the requirement for a SEPA and habitat management plan. Once Phase 1 feasibility and assessment phase is complete a more manageable timeline can be predicted. Construction should only take about 4 months and operational preparation can take place concurrently.

## **OPERATIONS APPROACH**

### **1) CUSTOMER EXPERIENCE: TICKET SALE TO DEBRIEF**

#### **a) Ticket Sales:**

i) Customers will find Spokane Skylines through a multitude of ways. Any tourist visiting Spokane and researching things to do online will find Mica Moon listed at the very top. Our website, complete with dynamic video. These graphics and enticing descriptions of Riverfront Park and our ziplines there will catch their attention. Many guests will book online to reserve a spot and include an action-packed day at the park in their travel itinerary. Others will put this on their list of things to do next time they are downtown. Many of the thousands of loyal repeat customers at our zipline tour and adventure park on Mica Peak will also see this NEW offering online and reserve a spot or head downtown.

Many customers will find the attraction through our partners who will be selling our packaged premium deals. We plan to offer “Zip and Dip” packages with local rafting companies. “Zip, Dip, and Sip” packages can be offered by us and our partners with some of our more popular wineries and restaurants participating. We plan on offering ticket sales even with partners in Kendall yards and shuttling these guests to our zips.

Of course, many people who are already visiting the park will simply happen upon our centrally located ticket booth on Avista property and seeing people laughing and enjoying a zip on the practice zip, will jump in line. A large flatscreen TV will loop zipliners the lines under the bridge and they will want that experience as well.

A similar 75” flatscreen is located at the reception center in Liberty Lake for our 3-hour zipline tour experience. This monitor will also showcase the Spokane Skylines. After seeing the looping action video of happy guests taking in breathtaking views of the falls, many of these people will also become customers. Cooperative agreements with the park could also see substantial ticket sales as part of park offerings at the Loeff Carousal or Numerica Skyride and skate park locations.

Nine years of experience at our Mica Peak location has shown us that word of mouth and repeat business accounts for a huge percentage of our customers. Mica Moon is a leader in the industry in percentage of repeat customers. We have thousands of repeat local customers who, looking for ways to entertain visiting friends or family, think of the great experience that they had with Mica Moon and book again to share the experience with them. At this price point many more local people will bring visiting friends and family or make it an annual excursion to zip the falls as they have done at Mica Moon on Mica Peak.

b) The Zipline Experience:

i) After buying their ticket, guests will be conveyed via open air 6 to 14 seat electric vehicles to the take-off location at Place of Truths Plaza. A safely located “load and unload” pullout already exists on Main Street at the beginning of the ramp to the lower level of the plaza where the take-off platform will be located. Since ticket sales and safety briefings will all take place at more central park locations, like the Avista property, there will be no congregating or clutter at Place of Truths Plaza. Manageable groups, one shuttle at a time, will be directed to the new staging platform built on the east end of the plaza.

Two by two, guests will be let through the gate from the staging deck onto the take-off platform with the sending guide. Audio/Video communication equipment will allow the guiding staff members at each end of the zip to coordinate zip traffic in accordance with ACCT procedure. After ensuring that the lines are clear and the guests are comfortable and ready, the sending guide will do a recheck of the guest’s equipment and send the zipliners down the lines.

At the landing platform in Peaceful Valley the receiving guide will await the zipliners, operate the braking mechanism and unclip the guests upon their arrival. A quick debrief will be performed by staff as they are unharnessed. Our tradition of asking guests for a one-word description of their experience will continue to include the oft repeated word “AWESOME!”. Delighted guests will pass through the security gate to the observation deck. On this observation deck they can admire the view up the river, share pictures or video of their zip, or read historical interpretive signage while they wait for the rest of their party and the electric shuttle transport back to the park.

At regularly timed short intervals and when there are sufficient guests, the shuttle will transport them back to the park. Much like we do in our shuttle vans to Mica Peak, on the ride our driver/tour guide will give an informative and entertaining narrative regarding the history and geology of the Falls and point out other interesting facts. Depending on which package they bought, this “tour” can end after a quick trip to our ticket booth or be an extended tour through the park. This extended tour would further discuss native American history, the great fire of 1889, etc., all while highlighting other points of interest like the Radio Flyer, Garbage Eating Goat, Loeff Carousell among others. My discussions with STA have indicated that this transport idea does not conflict with their operations. It appears that should Mica Moon be selected to operate the ziplines Megan Duvall, the Spokane Historic preservation officer, would be happy to help us with this narrative.

Spokane Skylines affords a singular opportunity to create strategic partnerships with other downtown businesses and organizations. “Zip and Dip”, (zipline and whitewater adventure packages), are a popular partnership in the industry where it is logistically



feasible. “Zip and Sip” packages are even more popular, where ziplines partner with local restaurants or wineries. Some zipline operations have even offered a “Zip, Dip, and Sip” package for the truly adventurous who also want to unwind after a high adrenaline day. There are many potential strategic partners for these activities that are logistically a dream come true for potential partners and could bring a fresh injection of excitement and revenue to downtown business.

Outdoor aerial activities like zip lining are great platforms for team building, leadership, and recreational therapy facilitation. There are several organizations that Lars Gilberts, the VP of Equity & Community Development for Numerica Credit Union has been kind enough to introduce us to. We plan on partnering with several of these organizations. Recreational therapy is a remarkably successful way of facilitating fast and enduring growth in youth. It is equally effective for disadvantaged youth and those who have the world at their fingertips but need focus and direction. It is helpful to those with physical limitations, mental health challenges, and has been almost a miracle cure for those with PTSD.

We will expand our already robust community outreach. We receive solicitations for donations on a weekly basis throughout the year. Charities and other service organizations often approach us for auctionable gift certificates. We have participated in TV and radio campaigns that have benefited many groups and interests. Mica Moon has provided auction items and donations to dozens of organizations. Make a Wish, MDA, American Cancer Society, Wishing Star, Leukemia and Lymphoma Society, Rotary, Second Harvest, are just a few of those we have donated to. We have also supported dozens of schools, churches, senior nights, and private fundraisers.

Lars Gilberts, VP of Equity & Community Development at Numerica, has been kind enough to sit down with us and give us a list of causes and contacts that will be our neighbors there. We will continue to give away tickets, provide free passes and support community outreach and equity. Our presence in the downtown area will expand those opportunities dramatically with additional revenue and activities to share. We are excited to partner with organizations and causes specific to the neighbors that we will rub elbows with at Riverfront Park. We also intend to create leadership and team building activities for disadvantaged youth and aspiring young leaders.

We will announce regular “\_\_\_\_\_ Zip Free” days. (We plan to work with a variety of disadvantaged groups on these zip free days. This will be a specific time frame when disadvantaged groups can come and enjoy the ziplines free of charge or vastly discounted. We will also have promotions where a substantial amount of the day's revenue can be donated to particular causes such as homeless programs.

Mica Moon is in its ninth year of operation. In those years it has seen steady growth with a huge post-Covid bump in 2021 as people were anxious to get out and do things.

The Treetop Adventure climbing park was created in 2017 and has been a great second offering to the zipline tour. “Combo” packages, where guests book both activities in the same day have become extremely popular and have added to the profitability of both courses. In 2018 Mica Moon constructed our 3500’ canyon crossing zipline, “Big Mama”. With that addition we now host one of the longest and most spectacular ziplines in the western half of the continental US. An “East Course” at Mica Peak is just reaching completion and will be commissioned before next season to allow for a higher throughput of customers on currently sold-out days as well as a shorter tour option for an ever-increasing number of large corporate groups, schools, and church bookings.

c) Pricing and Ticket Sales Process

- i) Prices for the practice zip our first year will be \$11.95.
- ii) Prices for the dual Line Skylines under the bridge will begin at \$26.95.
- iii) A Combo package including the orientation zip AND the Falls Zip will sell for \$29.95.
- iv) A Premium Package of both zips and the extended shuttle tour will sell for \$34.95.

As described previously, tickets will be sold online, purchased on a mobile app at home or on site, at our ticket booth on Avista land or at currently existing ticket offices for the gondola ride or Carousel. Additionally, strategic partners will sell tickets and co-branded packages at their locations outside the park, downtown and in neighboring Kendall Yards. Hats, shirts, stickers, phone lanyards, photos and other concessions will be available for sale.

Safety measures associated with the ziplining activity and transport of guests is a fundamental and central part of operations at Mica Moon. As is our policy, all aspects of the design and operation are centered on prescribed protocols and redundancy. Dual lanyards, dual brake systems, dual communication methods are all part of design and culture. Mica Moon will only use ACCT and Industry prescribed equipment and guest gear. Our local operating procedures and methodology are all prescribed and reviewed by third party ACCT PVM’s and will continue to be in a site-specific fashion at the park zips. The models and brands to be used are outlined by Synergo in their contract with Mica Moon and are industry approved and certified for their use.

As we have done at Mica Moon for our entire 9 years of existence, mandatory, roll called, bi-weekly safety meetings will be held. Here policies, procedures and emergency plans are to be reviewed and discussed. This will ensure that our staff maintain their skills and are up to date with safety standards in the industry. A quick review of Mica Moon’s many 5-star reviews will reveal that our guides, their attention to safety, their confidence building attitudes, humor and service are the most often mentioned highlights of the ziplining experience.

Training will be performed periodically, as needed, in a group setting by certified ACCT PVM trainers. Each staff member will be certified with site-specific ACCT training and given a certificate certifying the completion of that training. Regular “In-house” training will supplement the ACCT certification training. Guides and staff will be trained specifically in the usage of gear, brake systems, policies and the procedures used on the lines that they are monitoring at Riverfront Park. Regular training for drivers will also occur.

At Mica Moon’s facilities on Mica Peak we have contracted with Spokane County Fire District 8 for emergency services. FD-8 has been an integral partner in the creation of our emergency services planning and inspected our property for accessibility. We have cleared and created two emergency services helicopter landing zones on our property at Mica Peak and pilots have been onsite to inspect their viability. Similarly, detailed emergency service partnerships and planning will be put into play at Riverfront Park and the associated emergency plan procedures will be formalized, memorized, and followed.

d) Course Maintenance

- i) Maintenance, servicing of equipment, gear, and the ziplines themselves are a regularly scheduled and well documented activity. These inspections and maintenance actions are recorded and logged for a detailed record for ACCT accreditation purposes. Daily pre-use inspections include checking and recording every aspect of the zipline equipment, course elements, and weather conditions.

Hours of Operation and operating schedule will be like those of the Numerica Skyrides. The ziplines will operate year-round and hours of operation will be adjusted for appropriate operation with regard to weather conditions. Staffing numbers and closures may also be affected by traffic in the park. It has been our experience that severely unfavorable weather conditions and air quality due to forest fires has a huge impact on our outdoor offering. Unlike the gondolas, the ziplines will not be affected by hot weather.

Minimum staff on-site to run the ziplines on a slow winter day is three and maximum staff required is eight. Generally, a crew of five could operate the lines and transportation. Mica Moon will train site specific staff. Some will be seasonal staff hired for the peak season and others year-round staff. Many staff and guides that work at the Mica Peak zip tour will be trained to work at Riverfront to facilitate sellout crowds associated with Hoopfest, Bloomsday, Pigout in the Park, etc.

The brake system on ziplines is the single most important mechanism. There are guide assisted zipline brakes and spring, friction or magnetic unassisted or automatic braking systems. Guide assisted braking systems are generally much more comfortable

and less abrupt than automatic systems providing for an overall more enjoyable experience. Automatic braking systems remove the chance for human error associated with guide assisted braking systems that could result in a collision and allow for faster turnaround and higher throughput.

The Gocloud/Zipkea braking system that Mica Moon will employ at Spokane Skylines is the best of both worlds. The guide assisted GoCloud brake allows the receiving or braking guide the ability to feather the brake and bring the participant in at the optimal speed for a comfortable landing. The Zipkea creates both an unassisted back up brake that removes human error from the braking equation and provides a capturing device. This capturing device helps to eliminate retrievals associated with participants not following instructions at the landing and zipping back out on the line, safety features of braking systems, harnesses, landing platform, communications etc.

The paragliding style Skyline skyTECH harnesses and skyTECH trolleys with handlebars are state of the art and will help accommodate those with special needs or ADA type limitations. The skyTECH harness is a hammock-like harness that is easier to use for those who are less ambulatory. Being a seat-less ride, ziplines are not subject to most ADA requirements but we will be able to accommodate many of those with special needs or limitations.

#### e) Free Tickets

Promotions for disadvantaged youth, charitable organizations, describe offers. How distributed. We will expand our already robust community outreach. We are solicited for donations weekly, throughout the year by charities and other organizations. We have participated in TV and radio campaigns that have benefited many groups and interests. Mica Moon has provided auction items and donations to dozens of organizations such as: Make a Wish, MDA, American Cancer Society, Wishing Star, Leukemia and Lymphoma Society, Rotary, Second Harvest, etc. We have also supported dozens of schools, churches, senior nights, and private fundraisers.

We intend to continue to give away tickets, provide free passes and support community outreach and equity. Our presence in the downtown area will expand those opportunities dramatically with additional revenue and activities to share. We are excited to partner with organizations and causes specific to the neighbors that we will rub elbows with at Riverfront Park. Lars Gilberts, VP of Community Outreach and Equity at Numerica has been kind enough to sit down with us and give us a list of causes and contacts that will be our neighbors there. We also intend to create leadership and team building activities for disadvantaged youth and aspiring young leaders.

This attraction, (through design, construction, and programming), will most definitely reflect the natural beauty, history, and culture of Spokane and its River. Most ziplines world-wide are the definition of responsible eco-tourism. From the rainforests of the Amazon to the mountains of Tennessee, ziplines depend on showcasing and protecting the natural environment in which they are found. This will also be the case at Riverfront Park. The location of the take-off platform, at the extreme east end of the Place of Truths Plaza with the ziplines hugging the retaining wall below, will preserve the viewshed above while simultaneously affording amazing views to the ziplining participant.

Platform footprints at both ends of the zipline cables are minimal. With the exception of dead or dying trees immediately ahead of the landing platform, no trees will need to be removed. Electric vehicles and minimal presence in the Peaceful Valley neighborhood will create a quiet and environmentally sound operation. Gravity is the power source for ziplines and is quiet and clean. The presence of staff and visitors should eliminate vagrancy and associated trash, drug paraphernalia and human waste present there now which is also an environmental win. The Electric Vehicle shuttle, as planned, will pass by several restroom facilities both on main street and within the park on its return path.

There are only a few requests that we as apropos would have from the City of Spokane other than those already outlined in the RFP. The proposer requests assistance, where possible, in facilitating the permit process to help facilitate an opening that coincides with the Expo '74 anniversary. Mica Moon also needs permission from the City and the park, under a conditional use permit, to transport participants up main street and through the park, (on designated paths) in 6 to 14 passenger electric vehicles. STA has been approached about this concept and indicated that it should not interfere with their operations. Avista and their engineers have been instrumental in providing technical help in this area and have indicated that charging stations can be provided for facilitating this environmentally sound method of transport. Their engineers have reviewed our preferred choice of electric vehicle. This report and specifications of the vehicles have been included. One of the transport vehicles will have ADA transport capabilities.

The final request of the City of Spokane and the park is the request to provide access at already existing locations to assist in ticket sales as well as a dedicated ticket booth spot within the central body of the park to utilize as a backup or additional location to the one currently offered in the Letter of Intent with Avista. Co-promotion of the zipline attraction in connection with other park attractions, events, strategic partners, and celebrations would be of value to all parties.

## **BUDGET AND COST (REVENUE) PROPOSAL**

Synergo has provided the feasibility, design, engineering and construction budget, which has been included as an attachment. This budget is subject to change as the complex issues associated with feasibility, permitting and engineering are still in the early stages. Synergo has estimated that total cost to be around \$2million. This expense will be reflected in the operational costs as a debt service line item. Equity investment versus loans will also change the amounts in that line item and feasibility and associated costs will change how much equity will be involved. It should be noted that the pro-forma revenues and expenses will be substantially affected by these yet unknown factors.

According to my ACCT sources, common industry practice revenue share for public/private relationships like the one described in the RFP considering the pro forma revenue estimates of this attraction would be between \$40,000 and over \$80,000. The amenities provided by the public entity and the agreed improvements provided by the public party are the main drivers of that shared amount. In the case of this RFP, the proposer is responsible for almost all of the improvements.

The City of Spokane legal department has required a \$10 million dollar liability coverage. This amount is 5 times the accepted industry practice. This expense will be over \$110,000 annually and is a significant portion of the remaining revenue after other operational expenses are counted. In an effort to align this proposal with common industry practices associated with public/private relationships a slightly different approach had to be taken to address the additional costs.

We propose a permit fee paid to the City of Spokane in the amount of \$50,000 per year.

**See Addendum 1 - Synergo Phase 1 Scope of Work Proposal and Cost Opinion for Spokane City Zip Line Project 7.20.2023.pdf**  
**See Addendum Pro forma budget**

## **EXECUTIVE SUMMARY**

It would not be surprising if Mica Moon is the only submission received by the City of Spokane for this RFP. There are only a handful of companies west of the Mississippi that even meet the minimum requirements to respond with a proposal. Mica Moon as Operator, and Synergo as design and Build team member, are the two best suited of those few eligible companies. The other key members of the team in this endeavor are also the best to be found. Local companies, Coffman Engineering and Bernardo Wills landscape architecture, not only bring their own respected expertise but a comprehensive list of local sub-contractors, service, and material suppliers whom they have worked with over the years in the Spokane and downtown area.

Mica Moon is perhaps the only zipline company that has the passionate belief that the extremely expensive and challenging feasibility, engineering, and permitting phase of this project will be justified by the beauty, excitement, tourist draw and financial impact to downtown and the park of this soon to be iconic attraction. It is our firm belief that the viewsheds currently found at the Place of Truth Plaza and in the wooded area east of Redband park will quickly improve, being replaced by a steady stream of eager local fun seekers and tourists who will appreciate not only the exciting new attraction but the beautiful setting nearby.

Mica Moon's vision for Spokane Skylines has always been much more than just a zipline ride. Our dream since the plans were first made public has always been for a complete experience, an iconic anchor attraction at the park. This is why in 2019, in anticipation of the possible release of a future RFP, Mica Moon signed the Letter of Intent with Avista. Their willingness to possibly provide land for the practice zip and ticketing booth centrally located in the park eliminates crowds at the Plaza and maximizes the zipline experience. Avista's charging stations and resultant environmentally sound Electric transport vehicles with guided tour guide drivers play perfectly into Mica Moon's 2012 mission statement which states "...creating lifelong memories that friends and family will talk about for years to come."

This attraction could be exactly what the downtown area and Riverfront needs post-Covid.

## IMAGES

ADA Electric Vehicle with Ramp



Existing Ramp to Takeoff Platform ADA





Lower Ramp At Takeoff



Another View of Zip Line From View Shed South Perspective Long Shot





Place of Truths Uncluttered Viewshed with Zipline in Place



Takeoff Platform Looking at Place of Truths Plaza





Viewshed from Library– Zip Line Not Visible



Place of Truths Plaza Viewpoint now

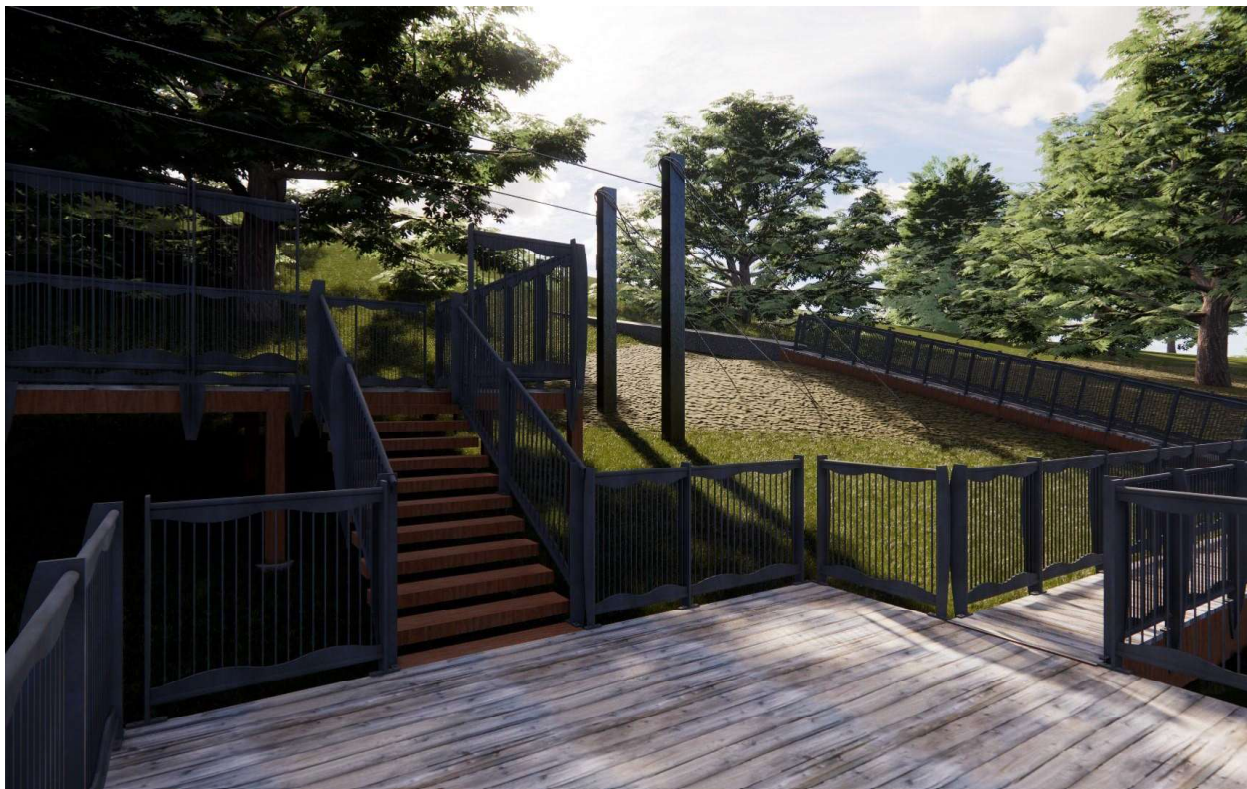




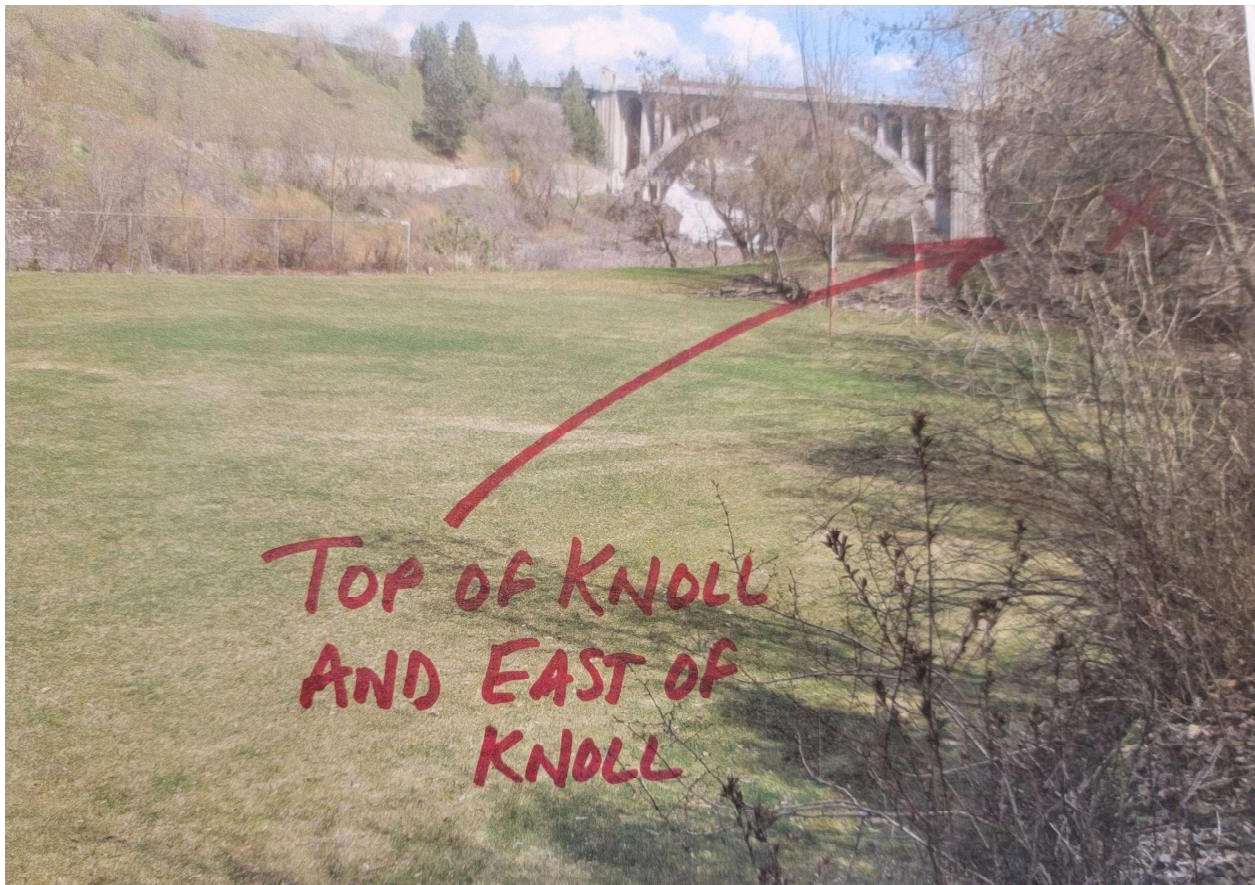
Proposed Path Up To Main Street



Landing Concept at Redband Park with Observation Deck and Ramp



Redband Park Top of Knoll





Pathway to cleanup for Electric Vehicle Route Out of Redband



Historical Redband Park Top of Knoll



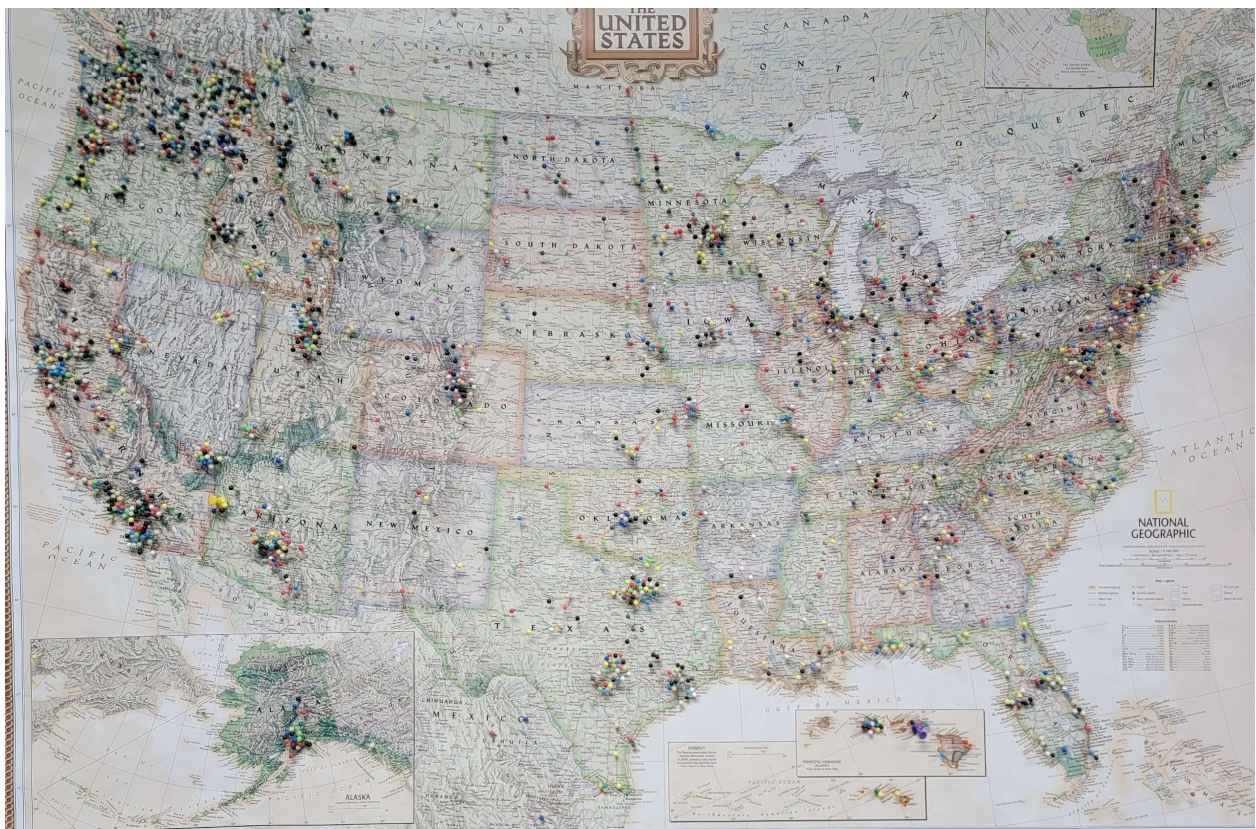
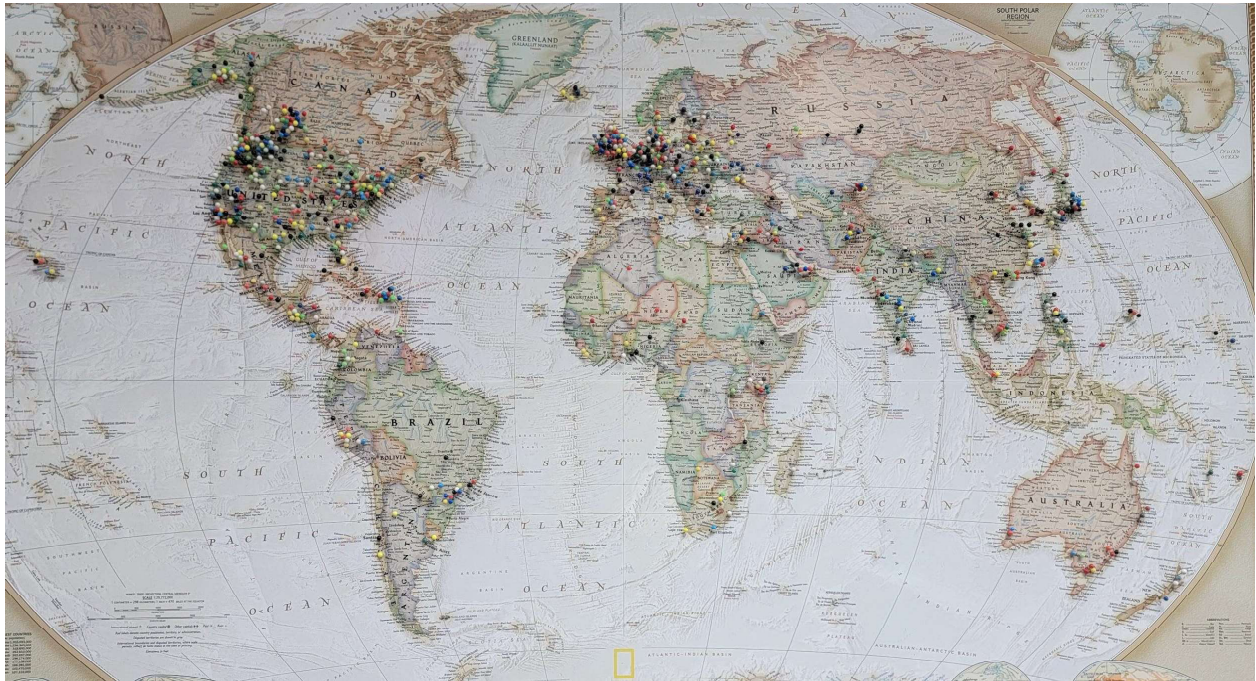


Where path empties on Main (Note noxious weeds)





Mica Moon Visitors Map (Global and USA)





## Letter of Recommendation

Synergo, LLC  
15995 SW 74<sup>th</sup> Ave #200  
Portland, OR  
97224  
(503) 746-6646

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7.20.23

To Whom it May Concern,

Synergo has been working with Rik and Heidi Stewart since 2015 when we originally installed their Zipline Tour.

Since that time, we have conducted numerous annual inspections and trainings on their course, as well as installed an adventure park on the property. Mica Moon has a proven track record of safety and addresses any maintenance on the course as outlined during their annual inspections in a timely manner. It is clear safety is their number one priority, followed closely by taking care of their employees and clientele.

Additionally, they are major presences at our Industries' annual conference, held in a different US City each year, attending workshops and forums, and offering their professional opinions on a wide array of industry-relevant topics. We work with hundreds of clients each year, and often encounter ownership teams that are relatively hands off in operating their courses, preferring the management team onsite to handle the day-to-day logistics. Refreshingly, Rik and Heidi have always been and continue to be a major presence in the operations of their courses, allowing them to make timely and informed decisions around various issues as they arise and support their employees from the ground up.

The success of their operations over the past 8 years is a testament to their professionalism, intelligence, and most importantly, their enormous hearts.

We truly value our partnership with the Stewarts and look forward to many more years working together.

Best regards,

Kyle Bruser

Chief Operating Officer, Synergo, LLC



Hibbs ♦ Hallmark & Company  
Insurance Agency

City of Spokane, Purchasing

Attn: Thea Prince -RFP Coordinator

915 N Nelson St

Spokane WA 99202

RE: RFP #5922-23

Epiphany Applied Concepts, Inc. dba Mica Moon

Dear Thea,

I understand my client has submitted a proposal related to FRP #5922-23 and I would like to provide some supporting information.

We provide Property and Casualty coverage to Epiphany Applied Concepts Inc., insuring their zip line operation and have since 2016. They are insured through a national program I developed 25+ years ago for this industry. The program is insured by Markel Insurance Company, who is rated A+15. To qualify for this program the insured must subject themselves to annual inspections from ACCT PVMs to assure compliance with ACCT national standards for construction. We also require them to have a formal documentable staff-training program as well as daily course inspections. This is addition to the normal underwriting due diligence insurance company perform. They have to demonstrate they have the business acumen and experience required. I am pleased to state; they have demonstrated these practices since day one.

Since 2016 to present, they have reported one incident for consideration under their General Liability policy and \$615 was paid. It was a first aid injury. They have an excellent record of accomplishment and this can be validated through company loss runs.

The two owners are very active in their industry association, ACCT, and I see them each year at the conference attending workshops and networking with other operators and professionals.

My understanding is they will need to increase their limits of General Liability coverage and we have already received commitments from the company underwriter to provide the higher limit if they awarded the contract.

I noticed in the RFP that you mention Synergo performed informal site assessment. We insure Synergo as well, and highly recommend them as a builder. They have an excellent history and are very active in ACCT governance.

Sincerely

Robert P. Monaghan CIC

President



# Heidi Stewart

Chief Financial and Chief Operations Officer

Liberty Lake, WA

509-217-8052

[heidi@micamoon.com](mailto:heidi@micamoon.com)

## Experience

2015 - Present

Chief Financial and Chief Operations Officer, Mica Moon

- Designed protocol and operations for Mica Moon Zip Tours
- Collaborated with global partner Synergo to implement top-of-the-line safety protocols and training
- Oversaw daily operation of zip tours, aerial tours, and catering
- Hired, trained, and managed all zip guide staff
- Maintained payroll, and federal and state payroll taxes
- Managed customer relations and guest experience
- Won TripAdvisor's People's Choice Award - Top 10% of all tours worldwide, Rated #1 Outdoor Activity in Spokane
- Earned over 2500 5-star reviews on Google, TripAdvisor, Facebook, Yelp, etc.

2012 - Present

Controller, Liberty Lake Portal, LLC

- Conducted all bookkeeping, payroll, filing of quarterly taxes, and annual tax preparation
- Responsible for collecting rents from 59 tenant lease accounts
- Coordinated and executed all tenant appreciation and events

## Education

1988-1992

Bachelor of Arts, Brigham Young University

- Communications Major
- Business Management Minor
- Music Minor



# Drew Stewart

## Zip Line & Aerial Park Operator

Zip line and aerial park operator for Mica Moon Zip Tours. Years of industry-specific experience, coupled with relevant certifications and training make this individual a qualified professional. Being an ACCT certified guide, course manager, and trainer has provided all the necessary skills to operate and manage a zip line, aerial adventure course, and team in accordance to ACCT standards.

## Contact

### Phone

(509) 850-6438

### Email

drew@micamoon.com

### Address

23403 E Mission Ave. Suite 111  
Liberty Lake, WA 99019

## Education

2021

**Bachelor's Experience Design**  
BYU Marriot School of Business

2016

**Associate of Arts - Communication**  
Spokane Community College

## Certifications & Training

- Member of ACCT since 2015
- 2023 Zip Line and Challenge Course Full Certification through Synergo ACCT PVM
- 2022 Certified American Red Cross First Aid/CPR/AED Instructor
- 2021 Certified Events Planner
- 2020 Certified Sales Team Leader

## Language

2019 Portuguese Certified Fluent

2019 Spanish Certified Fluent

## Experience

### 2018 - Present

Mica Moon Zip Tours | 23403 E Mission Ave Ste 111 Liberty Lake, WA

#### Zip Line & Aerial Operator

- Facilitated the hiring, training, and management of staff following ACCT guidelines to maximize team safety skills and performance.
- Principle liaison between marketing team and Mica Moon to represent company's mission and interests.
- Oversee meeting financial targets through close monitoring of expenses, labor hours and supply use.
- Perform specialized periodic inspections of course and necessary maintenance to keep course in line with ACCT standards.
- Lead bi-weekly team safety trainings to ensure team skills are maintained and up to date with recent industry trends.
- Train team in soft skills to create positive customer experiences and mitigate fear.

### 2015 - Present

Mica Moon Zip Tours | 23403 E Mission Ave Ste 111 Liberty Lake, WA

#### Aerial Adventure Guide

- Ensure guest safety and facilitate guest outdoor experience to be memorable and meet company mission.
- Periodically certified by passing a written and practical exam administered by a ACCT third party PVM.
- Received hundreds of 5 star reviews meant

### 2019 - 2021

Aptive Environmental | 191 River Park Dr. Provo, UT

#### Sales Representative/Team Leader

- Facilitated new hires, sales employee training, and route manager.
- Represented company interests through monitoring customer's services treatments.
- Trained and mentored new employees to maximize team performance and achieve daily performance objectives
- Sold pest control agreement door-to-door.

## References

### Kevin Trump

Lead Trainer, Synergo

Phone: (609) 234-1437

Email: kevin@teamsynergo.com

### Jacob Gill

Sales Professional, Aptive Environmental

Phone: (509) 578-0237

Email: jtgill16@gmail.com



SYNERGO, LLC  
15995 SW 74TH AVE, #200  
PORTLAND, OR 97224

# ***Project Proposal***

City of Spokane Zip Line RFP

ATTN: Rik Stewart and RFP Coordinator Jonathan Moog

Spokane City Hall

Spokane, WA 99201

July 20, 2023

Dear Rik Stewart and RFP Coordinator Jonathan Moog,

Here's the proposal for the scope of work that we discussed for the tandem zip line. Please review and let me know if you have any questions. A couple things that I'd like to note;

- This is VERY preliminary, but I wanted to capture as many of the potential costs as possible up front.
- Design and Engineering is estimated for total project. 30% Phase 1 estimate may be established based on permitting requirement findings.
- Many items included are what I recommend for 10 years of high-capacity operations. There are savings in different materials that we can address, but this is the premium budget.
- The budget also assumes that Synergo is GC'ing the entire project; including site control, pathway improvements, civil work, all construction, etc. based off our current knowledge of the project scope of work.
- Housing charges are included for Synergo's crew for the aerial portion of the project as well as supplemental project management.
- I'm assuming that we'll hire a local PM and Super so we're not paying travel expenses for someone for the duration of the project.
- A reasonable contingency of approx. 15% has been included for unexpected site conditions, construction issues, and possible omissions, ambiguities or inconsistencies in the project plans and specifications, etc. The contingency reserve is to be used, as required, to pay for any such increased project costs.
- Special studies including traffic, SEPA, environmental impact statements, air quality, seismic, etc. are not included. A SEPA environmental checklist may be required by the City.

Give me a call, we can walk thru this together and we'll go from there.

Regards,

***Ezekiel Caldwell***

Director of Construction  
Team Synergo  
c. 360.975.0023  
o. 503.746.6646  
[ezekiel@teamsynergo.com](mailto:ezekiel@teamsynergo.com)  
[www.teamsynergo.com](http://www.teamsynergo.com)

# Preliminary Project Proposal

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## 1) Phase 1&2 Design, Engineering, and Commissioning \$281,256.81

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### Phase 1 Design and Engineering \$124,950.52

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

Phase 1: Assessment and Feasibility

- Topographical Survey ( by Coffman Engineers)
- 30% design of zip line system ( by Synergo Design-Build Team)
- 30% of civil, structural and electrical designs (by Synergo / Coffman Engineers)
- Financial Opinion of Cost breakdown

Site Survey:

Prepare a topographic and site survey of the anticipated locations for new platform and landing area. See attached Exhibit A for the site-specific areas included. The topography map will show all surface features and areas of concern for Phase 1 and Phase 2 site design. The survey map will be prepared using Civil 3D 2020 and will include the following items:

- Topography at one-foot contour interval.
- Existing utilities on and adjacent to each site. Utilities will be based on surveyed information and as-built plans of the area provided by the City of Spokane. The City of Spokane shall have utility locates done prior to beginning survey work. Existing site features such as structures, trees (greater than 6" diameter), fences, existing pathway/play areas. Elevation of the ground and underside of the arch for the Monroe Street Bridge to verify clearances for the zipline.
- Aerial drone will be used to capture areas not accessible and to provide a background map. Best to be completed in the fall of 2023.
- Washington State Plane Coordinate System along with NAVD88 elevations will be utilized.
- Property boundaries are to be shown from existing surveys, deeds, plats and found monuments.

Construction Staking:

Provide staking for each of the elements listed below on a onetime basis. Location of foundations for platform and landings. Grading stakes for the improved pathway for the landing area (limited to one site trip)

Structural:



Foundation and anchorage design of the zip line cable supports at both upper and lower terminations. Foundation design for upper platform supports. Foundation design for landing area and lower platform/deck. Structural design of launch and landing structures. Structural specifications will be included on the drawings in the form of General Notes.

#### Electrical:

One-line diagram, electrical load calculations, and drawings showing normal power distribution equipment. Electrical drawings showing locations of lighting fixtures and receptacles at landing platforms.

We assume that emergency back-up power is only required for egress lighting and life safety equipment which will be provided by back-up batteries. Electrical specification will be provided on the drawings.

Synergo Design Renderings	40 hours
Synergo In-House CAD Drafting	80 hours
Engineering, Structural Phase 1 (30%) Engineer's Project Review	.3 each
Engineering, Civil Phase 1	1 each
Architecture, Landscape Phase 1	.3 each
Permits (Preliminary Budget)	1 each

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#### Phase 2 Design and Engineering

\$156,306.29

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

#### Phase 2: Final Designs and Review

- 70% of design, technical detail drawings, fabrication drawings, of zip line system ( by Synergo Design-Build Team)

- 70% of civil, structural and electrical designs (by Synergo / Coffman Engineers)

- 70% Architecture and Landscaping Design (by Bernardo Wills)

- Financial Opinion of Cost Updates

Synergo In-House CAD Drafting	50 hours
CAD Detailing-- Structural Steel	1 each
Engineering, Structural Phase 2 (70%)	.7 each
Engineering, Civil, Phase 2	1 each
Architecture, Landscape Phase 2	.7 each
QSI Inspection	1 each
Acceptance Inspection	1 each
Commissioning	1 each

<b>2) Phase 1 Pre-Construction</b>		<b>\$25,331.72</b>
<b>Geotechnical Report</b>		\$5,000.00
Geotech report of key points within desired layout for design standards. May be possible to use existing Report if available.		
Allowance: \$5,000.00		
<b>Original Budget</b>		
Geotech Report	1 each	
<b>Option - To be specified by client</b>		<b>TBD</b>
<b>Phase 1 Pre-Construction Project Setup and Support</b>		<b>\$16,656.72</b>
Project management for site visit, pre-construction and preliminary design/engineering support. 40 hours		
Labor-- Project Manager	120 hours	
<b>Phase 1 Pre-Construction Site Visit</b>		<b>\$3,675.00</b>
Phase 1 Site Visit Project Scope of Work: Upon contract award from the City:		
Preconstruction site visit and confirmation of layout and design criteria. The initial project kickoff site visit trip duration should take 1 full day onsite confirming specific locations and shall have the following objectives:		
<ul style="list-style-type: none"> <li>• Identify and develop ultimate scope of work for Phase 2.</li> <li>• Associate key players with Roles and Responsibilities for Phase 1 &amp; Phase 2.</li> <li>• Identify State, City and County requirements for all/ final project permitting.</li> <li>• Confirmation of original site layout. Specific locations will be finalized and tagged.</li> <li>• Synergo Key Staff: Erik Marter, Jennifer Marter, Ezekiel Caldwell, Nate Pfefferkorn, Kyle Bruser</li> </ul>		
Project Deliverables:		
<ul style="list-style-type: none"> <li>• Phase 2 Final design and engineering package.</li> <li>• Identify applicable design standards as required by Jurisdiction of Authority.</li> <li>• Identify subcontractor list for determined services.</li> <li>• Develop final scope of work for project budget.</li> </ul>		
2 site visits, including the City Pre-Bid RFP meeting.	2 each	
<b>3) Phase 2 Project Setup and Support</b>		<b>\$527,888.47</b>
<b>Construction Contingency Fund</b>		<b>\$240,000.00</b>
Contingency 15% of total estimate	1 each	
<b>Construction Project Management</b>		<b>\$138,805.97</b>
PM for duration of the project		

Labor-- Project Manager

1,000 hours

**Direct Project Expenses**

\$128,625.00

Construction Insurance Requirements, Vehicle Insurance Requirements, Construction Bond (if required)

Construction Burden Expenses	1 each
Insurance Adjustment-- Construction	1 each
Insurance Adjustment-- \$1M Vehicle Policy	1 each

**Shipping/Freight**

\$20,457.50

Purchase and ship one 40' Conex container to site.

Allowance: \$20,457.50

**Original Budget**

Trucking	1 each
Freight Shipping	1 each
Shipping back to Synergo	4 each
Package Shipment Allowance	15 each

**Option - To be specified by client****TBD****4) Construction Site Control****\$147,963.01****Construction Trailer**

\$22,050.00

Trailer Rental for duration of the project

Allowance: \$22,050.00

**Original Budget**

Construction Trailer- Monthly Rental	4 months
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**Option - To be specified by client****TBD****Heavy Equipment**

\$41,815.77

Skid Steer, Auger, Mini Excavator for installation site prep.

Not Included: Machinery for earthwork, pathway improvements, or access roadways.

Allowance: \$41,815.77

**Original Budget**

Rental, Skid Steer w/Auger and Attachment	.5 months
Rental, Mini-Excavator, 6 ton	1 months
Rental, All-Terrain Forklift, 9000lb,	3 months
Crane Rental	5 days

**Option - To be specified by client****TBD**

**Site Control-- Fencing** \$19,555.56

Temp Fencing. Per 10-panel section/1-month rental

Allowance: \$19,555.56

**Original Budget**

Temp Fencing per Section 4 each

**Option - To be specified by client** **TBD**

**Site Control Permitting** \$40,425.00

Permitting allocation fund for all site control related specs.

Allowance: \$40,425.00

**Original Budget**

Cost plus 10% on above special order items 1 each

**Option - To be specified by client** **TBD**

**Site Sanitation** \$5,000.01

Porta-Potty and hand wash area. Per Month

Allowance: \$5,000.01

**Original Budget**

Porta-Potty 6 months

Hand Wash 6 months

Porta-Potty 6 months

**Option - To be specified by client** **TBD**

**Temporary Traffic Control** \$19,116.67

Roadway barriers and traffic diversion.

Allowance: \$19,116.67

**Original Budget**

Traffic control plan 1 each

Temporary Traffic Control LUMP SUM ESTIMATE 1 each

**Option - To be specified by client** **TBD**

**5) Landing Area Improvements** **\$302,555.56**

**Electrical and Lighting-- Preliminary Budget** \$147,000.00

Pathway lighting, platforms lighting, video surveillance, misc. power at site. Funding Allocation.

Allowance: \$147,000.00

**Original Budget**

Electrical, lighting, security surveillance 1 each

<b>Option - To be specified by client</b>	<b>TBD</b>										
<b>Landing Area Site Work-- Preliminary Budget</b>	<b>\$155,555.56</b>										
<p>Property clearing includes removal of trees/brush from property within limits of disturbance and as defined for removal on site development plans. Stumps to be ground or removed per Ownership discretion and debris removed from property. Live trees that are not called out for removal shall remain. Dead trees outside of limit of disturbance can not be removed by Contractor. Builder to use discretion in winter months regarding live/dead trees within limit of disturbance and ride clearance envelope.</p> <p>Contractor shall spread existing topsoil on disturbed areas if applicable. Once topsoil is placed, builder shall rake seed and stabilize disturbed site with straw. Once seeded, it is Owner's responsibility to irrigate, fertilize, and maintain yard. Additional topsoil required due to lack of existing topsoil generated on-site is not included in agreement.</p> <p>Exclusions from Agreement:  Rock  De-watering  Unsuitable or unstable soil conditions  Hidden/Undisclosed wells, tanks, pits, etc.  Hauling expenses except as related to demolition.</p> <p>Allowance: \$155,555.56</p> <p><b>Original Budget</b></p> <table> <tr> <td>Lot Clearing and Rough-In</td><td>1 each</td></tr> <tr> <td>Fill Dirt and Rock Material</td><td>1 each</td></tr> <tr> <td>Pathway Improvements (Light Vehicle)</td><td>1 each</td></tr> <tr> <td>Topsoil, seed and stabilize</td><td>1 each</td></tr> <tr> <td>Shoring, Water bars, Erosion and Sediment Control</td><td>1 each</td></tr> </table>		Lot Clearing and Rough-In	1 each	Fill Dirt and Rock Material	1 each	Pathway Improvements (Light Vehicle)	1 each	Topsoil, seed and stabilize	1 each	Shoring, Water bars, Erosion and Sediment Control	1 each
Lot Clearing and Rough-In	1 each										
Fill Dirt and Rock Material	1 each										
Pathway Improvements (Light Vehicle)	1 each										
Topsoil, seed and stabilize	1 each										
Shoring, Water bars, Erosion and Sediment Control	1 each										
<b>Option - To be specified by client</b>	<b>TBD</b>										
<b>8.1) Tandem Zip Line Structural Components</b>	<b>\$405,873.83</b>										
<b>Concrete Footings</b>	<b>\$93,100.00</b>										
<p>Budgeting Estimate Only. Start tower and landing platforms structural footings and Deadman guy anchor footings</p> <p>Allowance: \$93,100.00</p> <p><b>Original Budget</b></p> <table> <tr> <td>Start Tower Footings-- Contract Item</td><td>1 each</td></tr> <tr> <td>Landing Platform Footings-- Contract Item</td><td>1 each</td></tr> <tr> <td>Start Deadman Anchors</td><td>1 each</td></tr> <tr> <td>Landing Deadman Anchors</td><td>1 each</td></tr> </table>		Start Tower Footings-- Contract Item	1 each	Landing Platform Footings-- Contract Item	1 each	Start Deadman Anchors	1 each	Landing Deadman Anchors	1 each		
Start Tower Footings-- Contract Item	1 each										
Landing Platform Footings-- Contract Item	1 each										
Start Deadman Anchors	1 each										
Landing Deadman Anchors	1 each										
<b>Option - To be specified by client</b>	<b>TBD</b>										
<b>Go-Cloud Braking System w/ZipKea--Tandem Lines</b>	<b>\$37,158.13</b>										

System installed on steel pole supported zip line. ZipKea Primary Brake installed on Go-Cloud rope system with AutoPrussik EAD backup and Spring system redundant backup.

Allowance: \$37,158.13

**Original Budget**

7x19 Aircraft Cable 3/8" (per foot)	3,000 l.f.
Wire Rope Thimble, Heavy Duty- 3/8"	4 each
Copper Oval Ferrule - 3/8"	8 each
Fist Grip 3/8" - domestic	6 each
Suspension Clamp 3/8" 0.16-0.46	4 each
3/8" Quick (Rapid) Link	8 each
1/2" x 6" Lag Screw	1 each
Rock Exotica Pulley	4 each
Rock Exotica Omni-Block 2.0 (Dbl/Blk)	2 each
LEAP Anchor	1 each
Leap Anchor Lag Screw 5/8" x 7" Galvanized	1 each
Daisy Chain-- CMI 24"	1 each
ZipKea 8-Wheel	3 each
ZipKea EAD Autoprussik	2 each
Springs-1' various lengths	16 each
skyTECH Spring Brake Spacer	16 each
Polydacron Rope - 3/4"- per foot	10 l.f.
Rope--KMIII 8mm New England, blk	300 l.f.
Labor-- Lead Builder	40 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Foreman	40 hours

**Option - To be specified by client**

**TBD**

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**Guy Line Systems**

**\$18,682.23**

Anchorage and Guy Cables from towers to deadman anchors.

Allowance: \$18,682.23

**Original Budget**

6x26 Aircraft Cable 1/2" Super Swaged (per foot)	1,500 l.f.
Copper Oval Ferrule 1/2"	40 each
Fist Grip 1/2" - Domestic	60 each
5/8" Bolt Type Anchor Shackle w/Nut & Pin Galv Dom	12 each
3/4" Screw Pin Anchor Shackle Galv Dom	12 each
Simpson Strong-Tie PAB7-24 7/8" x 24" Pre-Assembled Anchor Bolt	48 each
Assembly	
Anchor Knife Plate	12 each
Labor-- Lead Builder	24 hours
Labor-- Rigger	24 hours
Labor-- Rigger	24 hours

**Option - To be specified by client****TBD****Tandem Zip Line System****\$37,664.32**

Zip Line system only. Structural components are line itemed out.

Allowance: \$37,664.32

**Original Budget**

Guy Cable-- 6x26 Aircraft Cable 1/2" Super Swaged (per foot)	1,000 l.f.
Zip Line Cable-- 6x26 Aircraft Cable 1/2" Super Swaged (per foot)	3,500 l.f.
Copper Oval Ferrule 1/2"	60 each
5/8" Bolt Type Anchor Shackle w/Nut & Pin Galv Dom	16 each
Wire Rope Thimble - Heavy Duty 1/2"	32 each
Drone Fee	8 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Lead Builder	40 hours
Labor-- Foreman	40 hours

**Option - To be specified by client****TBD****Zip Line Platform, Tandem, Landing Side****\$67,266.59**

Tandem zip line platform. 20' x 20'. Steel structure base with steel railing system and Fiber Grate Decking. 6' guardrails with collapsible front guardrails. Two locking gates for access control. Concrete pier footings are included in 'Structural Components' section. Installation cost estimate from top of concrete is included.

Allowance: \$67,266.59

**Original Budget**

Structural Steel Components (Estimate only)	1 each
Fiber Grate Decking	400 s.f.
Decking Retention Clips   Provided by Fibergrate   "M" clip for I-Beam.	30 each
Labor-- Lead Builder	40 hours
Labor-- Rigger	40 hours
Labor-- Ground Laborer	40 hours
Misc. Building Materials	1 each

**Option - To be specified by client****TBD****Zip Line Platform, Tandem, Launch Side****\$152,002.56**

Tandem zip line platform. 10' x 20' top platform with separate access rampway. Steel structure with steel railing system and Fiber Grate Decking. 6' guardrails with sliding front guardrails for launch control. Two locking gates for access control. Concrete pier footings are included in 'Structural Components' section. Installation cost estimate from top of footing is included.

Allowance: \$152,002.56

**Original Budget**

Structural Steel package	1 each
Fiber Grate Decking	300 s.f.
Decking Retention Clips   Provided by Fibergrate   "M" clip for I-Beam.	70 each
Labor-- Foreman	80 hours
Labor-- Lead Builder	80 hours
Labor-- Rigger	80 hours
Labor-- Rigger	80 hours
Labor-- Ground Laborer	80 hours
Misc. Building Materials	1 each

**Option - To be specified by client****TBD****8.2) Operational Misc..****\$291,137.22****Gear****\$76,394.72**

Guide Gear-- Singing Rock Harness, Petzl Trac Guide Trolley, Petzl Rig, Synergo Diddy Bag, Zip Line Gloves, Petzl Helmet, Robertson Fusion Lanyards.

Guest Gear -- Paragliding style Skyline skyTECH harnesses and skyTECH Trolley's with handle bars.

Allowance: \$76,394.72

**Original Budget**

skyTECH Rocket Trolley - M8 Seated with Crossbar set up	20 each
skyTECH Twin Harness - Stainless Steel Hardware - Large	6 each
skyTECH Twin Harness - Stainless Steel Hardware - Medium	15 each
skyTECH Twin Harness - Stainless Steel Hardware - Small	6 each
Guide Gear	10 each
Austri-Alpin Powerfly Twin Harness Carabiner	32 each
skyTECH Harness Back Up Dyneema Lanyard - 70" (Large)	27 each
Spare Parts/Wear parts that will be seen over a year	1 each
skyTECH Manual Launcher	2 each

**Option - To be specified by client****TBD****Observation Deck****\$79,625.00**

Observation deck above zip line landing deck. Open to the public for all viewing of the landing area and river.

Allowance: \$79,625.00

**Original Budget**

Construction Allocation	1 each
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**Option - To be specified by client****\$0.00****Training and Documentation****\$12,617.50**

Commercial Zip Line Training Package; 1 trainer to 10 trainee's, 5 days total.

Policies and Procedures Manual



Owners Manual  
Operational Review

Allowance: \$12,617.50

**Original Budget**

5-day training	1 each
Policies and Procedures	1 each
Owners Manual	1 each
Operational Review	1 each

**Option - To be specified by client**

**TBD**

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**Zip Line Photo System**

**\$122,500.00**

Action Photo system with (2) photo locations. First location is at the top of the zip line with the falls in the background. Second shot is an action shot midway down the zip line going thru the archway of the bridge.

Allowance: \$122,500.00

**Original Budget**

Photo System Installation, not including electrical infrastructure	1 each
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**Option - To be specified by client**

**\$0.00**

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**9) Travel**

**\$78,661.14**

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**Travel Charges for Site Visit and Pre-Construction**

**\$8,449.36**

Travel Charges for Site Visit and Pre-Construction include the following:

- Two trips for three (3) people for two days and one night.
- Airfare based on current rates.
- Travel time
- Lodging
- Rental vehicle and fuel surcharge
- Daily Per Diem

Travel Expense: Lodging	2 days
Travel Expense: Per Diem	10 each
Travel Time	24 hours
Travel Expense: Airfare	6 each
Travel Expense - Rental Car	4 days
Travel Expense: Fuel	1 each
Travel Expense: Baggage	each

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**Travel Estimates for Construction**

**\$70,211.78**

Travel Charges for Construction include the following:

- Airfare based on current rates.
- Travel time
- Lodging for crew.

- Rental vehicle and fuel surcharge
- Daily Per Diem

Travel Expense: Lodging -- VRBO house for duration of zip line installation	1 months
Travel Expense: Overnight Accommodations-- additional lodging for site visits and project management	15 days
Travel Expense: Per Diem (based on 60 working days)	360 days
Travel Time (10hrs total per/person x 6 trips ea + drive time)	150 each
Travel Expense: Airfare	15 each
Travel Expense - Rental Car	4 weeks
Travel Expense: Fuel	4 each
Travel Expense: Baggage	8 each
Travel Expense Mileage	2,000 each

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**Total Project Proposal****\$2,060,667.76**

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**PRO FORMA INCOME STATEMENT AND CASH BUDGET (2024)**

<b>INCOME STATEMENT</b>		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Total</i>	
1	Net Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,700	\$ 289,602	\$ 270,295	\$ 168,156	\$ 64,356	\$ 23,355	\$ 0,653	\$ 981,118	1
2	Cost of Goods Sold	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,400	\$ 53,568	\$ 53,568	\$ 32,400	\$ 17,856	\$ 8,100	\$ 5,022	\$ 202,914	2
3	Gross Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,300	\$ 236,034	\$ 216,727	\$ 135,756	\$ 46,500	\$ 15,255	\$ 4,631	\$ 778,204	3
4	General & Administration Expense	\$ -	\$ -	\$ 1,446	\$ 40,742	\$ 46,506	\$ 43,096	\$ 50,631	\$ 56,813	\$ 37,665	\$ 51,609	\$ 32,402	\$ 36,692	\$ 397,602	4
5	Depreciation													\$ -	5
6	Total Operating Expense	\$ -	\$ -	\$ 2,820	\$ 77,411	\$ 88,360	\$ 81,883	\$ 96,199	\$ 107,944	\$ 71,564	\$ 98,057	\$ 61,564	\$ 69,715	\$ 755,516	6
7	Operating Profit (3 minus 6)	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 41,417	\$ 139,835	\$ 108,783	\$ 64,192	\$ (51,557)	\$ (46,309)	\$ (65,083)	\$ 22,688	7
8	Other Income--Concessions/Photos (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,785	\$ 14,480	\$ 13,515	\$ 8,408	\$ 3,218	\$ 1,168	\$ 483	\$ 49,056	8
9	Net Profit before tax ( 7 + 8 )	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 49,202	\$ 154,315	\$ 122,298	\$ 72,600	\$ (48,339)	\$ (45,141)	\$ (64,601)	\$ 71,743	9
10	Less Income Tax														10
11	Net Profit After Tax	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 49,202	\$ 154,315	\$ 122,298	\$ 72,600	\$ (48,339)	\$ (45,141)	\$ (64,601)	\$ 71,743	11

## Qualifications - Bernardo Wills

Bernardo Wills was formed in 1991 in Spokane, Washington, and is led by managing directors Mike Stanicar, AIA, Gretchen Renz, CDFA, and Dell Hatch, ASLA. Bernardo Wills is committed to providing a full range of professional, in-house design services, including architecture, landscape architecture, and interior design. Our staff of 40 has the technical knowledge and ability to provide you with a complete package to meet all your design and construction needs.

Embracing our clients' values and mission is central to our planning and design process. We tap the qualities that define their organization, creating architecture that reflect its character. Serving public and private sector clients, we specialize in commercial, corporate, governmental, educational, healthcare, industrial and retail architecture. Offering a complete range of planning and design services, we are highly experienced in various project delivery methods. We have a portfolio of over 600 planning, new construction, remodel, and repair and maintenance projects completed.

As members of the U.S. Green Building Council®, our LEED AP® certified staff have the experience and knowledge to offer sustainable, energy-efficient, and cost-savings design for new and modernized projects. Bernardo Wills was awarded LEED Gold® for both Core and Shell and Commercial Interiors for our offices in the 1910 Bissinger Building in West Downtown Spokane.

Bernardo Wills has served public works and private sector clients for 31 years in the Pacific Northwest, including Washington, Idaho, Oregon, and Montana. Over half of our projects are completed for clients outside of Spokane County.

Our team of professionally licensed landscape architects, the largest in Eastern Washington and led by Principal Dell Hatch, ASLA, are dedicated to creating exceptional places and projects for our clients. Our goal is to enrich the aesthetics, sustainability, and function of the projects we design. The Bernardo Wills landscape architecture team have served public works and private sector clients in the Pacific Northwest for over 30 years.

Harnessing the beauty and vitality of nature, our skilled landscape architects and planners create settings that enrich the human experience.

Our landscape architects strive to make compelling

places emerge out of respect for the nature, history, culture, and use of a site. Our projects—many of which are for public entities—help define a community's character. Our designs feature artistic layouts and creative combinations of plantings and hardscapes to craft distinctive spaces that engage the senses and offer captivating outdoor experiences. Our deep and unwavering commitment to our clients' needs inspires us to create landscapes that embody their vision.

Project types we excel at include master planning, parks and recreation, trail design, streetscapes, plazas, sports facilities, university campuses, and architectural landscapes that contribute to a 'Sense of Place' within its context or community. BWA specializes in a diversity of design experience that includes an extensive list of park and recreational projects, along with other relevant project experience that range from large multi-functional sites to smaller commercial landscape projects.

### Bernardo Wills

153 South Jefferson Street  
Spokane, WA 99201  
509.838.4511  
llegant@bernardowills.com  
www.bernardowills.com



#### EDUCATION

Bachelor of Landscape Architecture  
University of Idaho

#### CREDENTIALS

Licensed Landscape Architect:  
ID | WA | AZ | NV

#### AFFILIATIONS

Member, Amercian Society of  
Landscape Architects

## Dell Hatch, ASLA

BERNARDO WILLS | PRINCIPAL-IN-CHARGE

For the majority of Dell's extensive career as a landscape architect, his conscious, deliberate approach to addressing the client's desired goals yields extraordinary, responsive design solutions. His outstanding graphics capabilities allow clients to clearly envision proposed designs. Dell has been a practicing landscape architect in the Eastern Washington and North Idaho regions for over 30 years and has produced site-specific designs for municipal, county, and state parks, public spaces and urban planning and design, streetscape/town revitalization projects, design of community gateways and monument signage, and K-12 schools and universities. His background and experience also includes large-scale recreational and land-use master planning. Dell routinely facilitates and participates in public informational presentations and public/stakeholder participatory workshops for planning related projects.

#### ADDITIONAL RELEVANT PROJECTS

- ▶ Riverfront Park North Bank Playground, City of Spokane, WA
- ▶ Place of Truths Urban Plaza, City of Spokane, WA
- ▶ Atlas Mill Waterfront Development, City of Coeur d'Alene, ID
- ▶ War Memorial Field, City of Sandpoint, ID
- ▶ Liberty Lake Regional Park Master Plan, Spokane County, WA
- ▶ McEuen Park Redevelopment Masterplan, City of Coeur d'Alene, ID
- ▶ Four Corners/Bureau of Land Management Corridor Master Plan, City of Coeur d'Alene, ID
- ▶ Farragut State Park and Brig Visitor Center Master Plan, Idaho Department of Parks and Recreation, Athol, ID
- ▶ Hell's Gate State Park Lewis & Clark Interpretive Center, Idaho Department of Parks and Recreation, Lewiston, ID
- ▶ Indian Hills and Itani Parks Master Plans, City of Moscow, ID
- ▶ Town Square Plaza, City of Liberty Lake, WA
- ▶ Harvard Road Landscape Enhancements and City Entry, City of Liberty Lake, WA
- ▶ Ferris High School Replacement - Site Design and Landscape Architecture, Spokane Public Schools, Spokane, WA
- ▶ Shadle Park High School Athletic Fields Improvements Phases I and II, Spokane Public Schools, Spokane, WA
- ▶ Hart Field Renovations and Improvements, Spokane Public Schools, Spokane, WA
- ▶ Performing Arts and Sports Complex Conceptual Master Plan, Mead School District, Mead, WA
- ▶ University of Idaho Campus Gateways, Moscow, ID
- ▶ University of Idaho Kibbie Synthetic Sports Fields, Moscow, ID
- ▶ University of Idaho Kibbie Dome East End Expansion, Moscow, ID



## Bill LaRue, ASLA

BERNARDO WILLS | LANDSCAPE ARCHITECT

Bill is a Principal with Bernardo Wills in Spokane, Washington, and specializes in master planning and design of civic facilities, community parks, athletic fields, trails, and playgrounds. With 35 years of experience, Bill provides our team with a full range of services related to parks and recreation, urban planning, neighborhood planning, streetscapes, land-use and master planning, gateway and signage studies, planting, and irrigation design. His expertise includes site analysis, schematic design, design development, and preparation of construction documents through construction observation services. He excels in site layout and production of presentation drawings, grading plans, and construction details.

### EDUCATION

Bachelor of Landscape Architecture,  
University of Idaho

### CREDENTIALS

Licensed Landscape Architect:  
Idaho, LA-1676  
Washington, 723

### AFFILIATIONS

American Society of  
Landscape Architects  
Idaho/Montana Chapter

### ADDITIONAL RELEVANT PROJECTS

- ▶ Liberty Lake Regional Park Master Plan, Spokane County, WA
- ▶ Riverfront Park North Bank Regional Playground, City of Spokane, WA
- ▶ CSO Tank 26 - A Place of Truths Urban Plaza, City of Spokane, WA
- ▶ Union Stadium, Performing Arts and Athletic Fields, Mead School District, Mead, WA
- ▶ Ridgeline High School Sports Complex, Central Valley School District, Liberty Lake, WA
- ▶ Sports Complex, East Valley School District, Spokane Valley, WA
- ▶ Balfour Park Master Plan Update, City of Spokane Valley, WA
- ▶ McEuen Park Redevelopment Master Plan and Implementation Plan, City of Coeur d'Alene, ID
- ▶ Mirabeau Point Master Plan, Spokane County, WA
- ▶ Mirabeau Springs and Mirabeau Meadows Park Implementation Plans, Spokane County, WA
- ▶ Memorial Park/Mullan Road Redevelopment, City of Coeur d'Alene, ID
- ▶ North Lewiston Gateway, City of Lewiston, ID
- ▶ Post Falls City Hall and Civic Plaza, Post Falls, ID
- ▶ Post Falls Parks and Recreation Master Plan, Post Falls, ID

## LETTER OF INTENT

**THIS LETTER OF INTENT ("Agreement")** is entered into by and between AVISTA CORPORATION, a Washington Corporation ("**Avista**") and EPIPHANY APPLIED CONCEPTS, INC., d/b/a MICA MOON ("**Mica Moon**") (collectively, "**Party**" or "**Parties**").

- A. Avista is the owner of certain property in Riverfront Park in Spokane, Washington, which Property is generally located to the northwest of the Avista's Upper Falls intake structure and to the southeast of the Upper Falls powerhouse (the "Property").
- B. Mica Moon is the operator of a zipline canopy tour and aerial park in Spokane County, Washington.
- C. Mica Moon is working to develop a zipline tour in downtown Spokane, which would run between the Monroe Street Combined Sewer Overflow ("CSO") Tank and Glover Field (the "Primary Zipline"). As part of that project, Mica Moon desires to utilize a portion of the Avista Property to develop a short training zipline (the "Training Zipline"), which would be used to allow customers an opportunity to become familiar with the harnesses and gain a feel for ziplining before moving onto the Primary Zipline.
- D. Avista is willing to allow Mica Moon to utilize the Property for this purpose, provided, among other things, that (a) development of the Training Zipline is conditioned upon development of the Primary Zipline; (b) appropriate precautions are taken to ensure that construction and operation of the Training Zipline does not impact Avista's facilities on the Property; and (c) Avista's use of the Property takes priority over operation or maintenance of the Training Zipline when necessary.
- E. Mica Moon will develop and operate the Training Zipline in a manner compatible with the City of Spokane Riverfront Park West Havermale Development Plan.
- F. The purpose of this Agreement is to set forth the intent and basis for the ongoing dialogue among the Parties, and to summarize the principal terms of a proposal being considered in connection with the same. The Parties recognize that any permit to allow Mica Moon to develop, construct or operate the Training Zipline on the Property will require further documentation and approvals, including preparation and execution of a Definitive Agreement, as defined herein, between the Parties.

The following sets forth the Parties' current intention and understanding.

- 1. Permit to Utilize the Property
  - 1.1. Subject to the satisfaction of the conditions described in this Agreement and the Definitive Agreement, Avista would issue a Permit to Mica Moon allowing it access to the Property for the purpose of designing, developing, operating and maintaining the Training Zipline.
  - 1.2. The Training Zipline would be located on the east side of the existing theme stream on the property, between the upper and lower theme stream bridges. The approximate location of the Training Zipline is identified in Exhibit 1 hereto.
- 2. Permit Conditions. The issuance of any Permit by Avista for development of the Training Zipline would be expressly conditioned upon the following:
  - 2.1. Development of the Primary Zipline. Mica Moon's operation, maintenance and use of the Training Zipline is conditioned upon its development and continued operation, maintenance and use of the Primary Zipline. Mica Moon will not operate the Training Zipline unless the Primary Zipline is also in operation and use.
  - 2.2. Precautions to Prevent Damage to Avista's Facilities. During design, development, construction, operation and use of the Training Zipline, Mica Moon will take all necessary precautions, including any that may be designated by Avista, in order to prevent damage to



Avista's facilities, including, without limitation, the penstock located on the Property. Mica Moon will further agree to indemnify, defend and hold Avista harmless from any and all damage to Avista's facilities that may in any way relate to, or arise out of, Mica Moon's development, design, construction, operation, and use of either the Training Zipline or the Property.

- 2.3. Avista Use of the Property. Avista's use of the Property will take precedence over the maintenance and operation of the Training Zipline. If, for example, Avista is required to replace or perform maintenance of the penstock, it is possible that the Training Zipline would need to be removed. Avista will endeavor to avoid or minimize disruption to Mica Moon's operation of the Training Zipline where reasonably feasible. Likewise, in the event the City requests that the operation of the zipline be stopped, Avista will have the right to terminate the Permit to Mica Moon.
3. Proposed Definitive Agreement. After the execution of this Agreement, the Parties shall commence to negotiate a definitive agreement, including a permit allowing Mica Moon access to, and use of, the Property for the purposes specified herein (the "**Definitive Agreement**"). The Definitive Agreement would include the terms summarized in this Agreement and such other representations, warranties, conditions, covenants, indemnities and other terms that are customary for transactions of this kind, are not inconsistent with this Agreement, and that are mutually agreed to by the Parties.
4. Insurance. Mica Moon will agree to carry sufficient insurance to cover any damage to Avista's facilities that may arise out of the Training Zipline or Mica Moon's use of the Property, as well as its indemnity obligations. The specific amounts, deductibles, types, and proof of coverages required will be included in the Definitive Agreement.
5. Termination.
  - 5.1. This Agreement shall automatically terminate and be of no further force and effect upon the earlier of (i) execution of a Definitive Agreement, (ii) mutual agreement of the Parties; or (iii) 5 P.M. Pacific Standard Time on September 30, 2020.
  - 5.2. The termination of this Agreement shall not affect the rights of any Party with respect to the breach of this Agreement by another Party prior to such termination, nor shall it preclude enforcement of terms that may reasonably be interpreted to survive termination of this Agreement.
6. No Binding Agreement. This Agreement reflects the intention of the Parties, but for the avoidance of doubt, neither this Agreement nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party.
7. Miscellaneous Provisions
  - 7.1. No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.
  - 7.2. Relationship of the Parties. This Agreement shall not constitute, create, or in any way be interpreted to create a joint venture, partnership, or formal business organization or arrangement of any kind between the Parties, nor shall either Party be deemed an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any obligation or agreement.
  - 7.3. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice



or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Washington. The exclusive venue for any action arising out of, or relating to, this Agreement shall be the Superior Courts of Spokane County, Washington.

- 7.4. Expenses. The Parties will each pay their own expenses incurred in connection with this Agreement and the Definitive Agreement.
- 7.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
- 7.6. Headings. The headings of the various sections of this Agreement have been inserted for reference only and shall not be deemed to be a part of this Agreement.
- 7.7. Assignment. Neither Party may assign this Agreement or any portion thereof without the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed.
- 7.8. Entire Understanding. This Agreement contains the entire understanding of the Parties to date, and supersedes all previous verbal and written agreements, representations or warranties,
- 7.9. Effective Date. This Agreement shall be effective upon the last signature hereto (the "Effective Date")

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date hereof.

Avista Corporation

  
(Signature)

Rod Price  
(Printed Name)

Real Estate Manager  
(Title)

9/20/19  
(Date Signed)

Epiphany Applied Concepts, Inc.,  
d/b/a Mica Moon

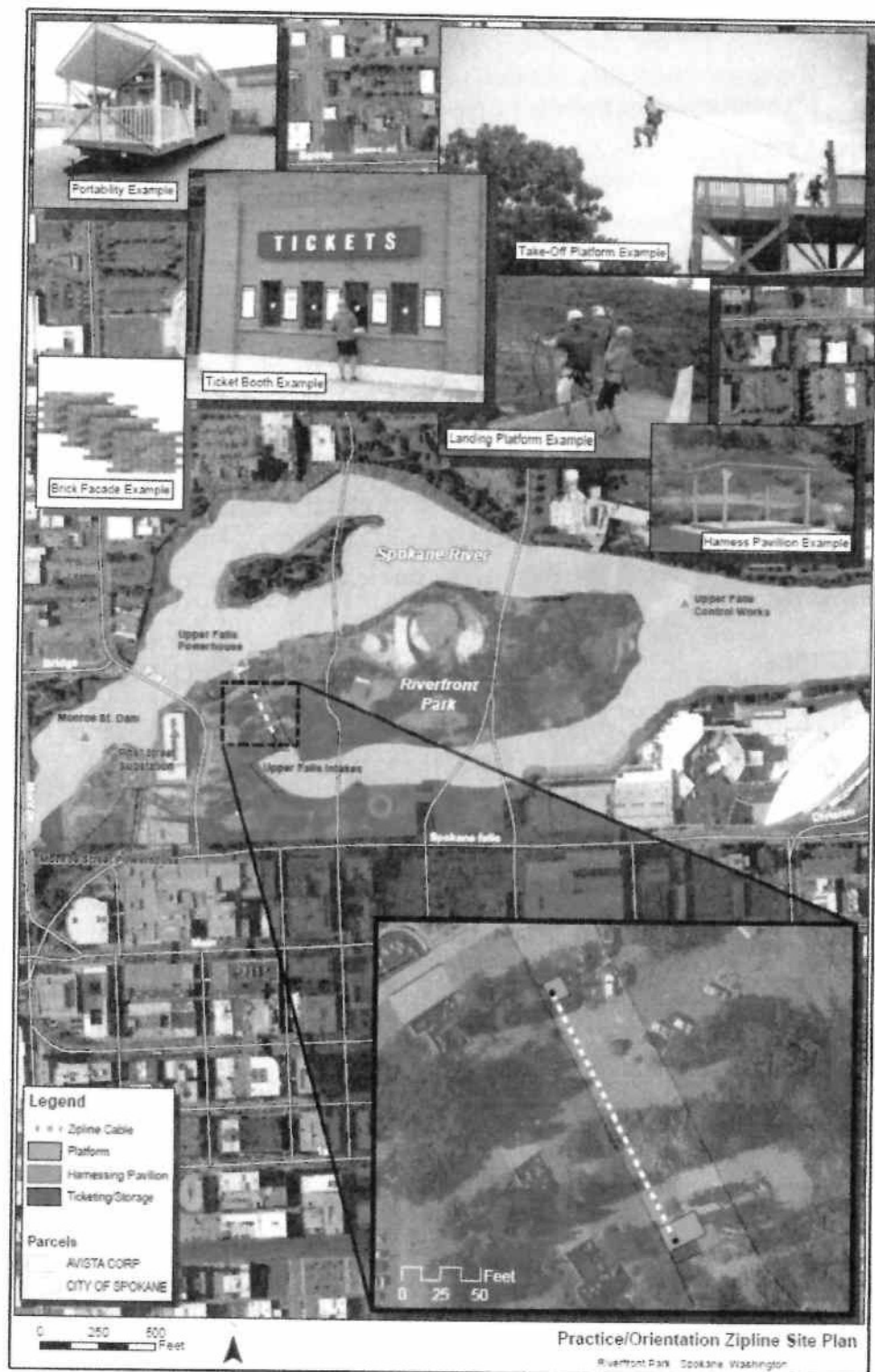
  
(Signature)

RICHARD M. STEWART  
(Printed Name)

PRESIDENT  
(Title)

JAN 22, 2019  
(Date Signed)

# **Exhibit 1**





## **Memorandum of Understanding (MOU)**

Between

MICA MOON ZIP TOURS (MICA MOON), Liberty Lake, WA, USA

and

SYMPLSOFT, Inc, Liberty Lake, WA, USA

### **ARTICLE I. PARTIES AND PURPOSE**

MICA MOON ZIP TOURS (MICA MOON) conducts programs and activities related to entertainment adventures and (SYMPLSOFT) conducts programs and activities related to investment in such adventure types. MICA MOON and SYMPLSOFT have capabilities and expertise and conduct programs and activities of interest and potential benefit to the other.

MICA MOON and SYMPLSOFT will cooperate in efforts to develop a new adventure park with SYMPLSOFT acting as a significant investment partner (up to \$1 million).

### **ARTICLE II. DUE DILIGENCE PROCESS**

MICA MOON and SYMPLSOFT have a desire to explore a business relationship whereby SYMPLSOFT will provide a significant investment in MICA MOON's next adventure park located in Riverfront Park, Spokane, WA.

#### **Process Goal:**

1. Feasibility Study: Completion of a feasibility study showing all related expenses to developing said adventure park.
2. Financial Assessment: Review of final budget and revenue projections once the feasibility study is complete.
3. Approvals: Award and approval of the decision committee naming MICA MOON as the winning partner in the RFP.

### **ARTICLE III. COOPERATION WITH THIRD PARTIES**

Since other interested parties, including vendors, may have capabilities and conduct activities, which will benefit and support this collaboration, MICA MOON and SYMPLSOFT may identify other cooperators for joint participation in mutually agreed upon projects and activities.

*Example:* City of Spokane, etc.

### **ARTICLE IV. DURATION, TERMINATION**

The parties shall cooperate under this MOU for an initial period of *six (6) months*, which may be extended by the mutual written consent of the parties. This MOU may be terminated by either party without liability at any time for any reason. Any modification shall require the written approval of the President of SYMPLSOFT and the appropriate representative, of MICA MOON, or their designees.

## ARTICLE V. NON-BINDING NATURE

This MOU is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to, contractually bind the parties.

## ARTICLE VI. CONTACT PERSONS

### MICA MOON

Rik Stewart, CEO  
(509) 587-4020  
23403 E. Mission Ave., Suite 111  
Liberty Lake, WA 99019  
[rik@micamoon.com](mailto:rik@micamoon.com)

### SYMPLSOFT, INC

Shane Criddle, CEO  
(509) 991-1978  
PO Box 733  
Liberty Lake, WA 99019  
[shane@symplsoft.io](mailto:shane@symplsoft.io)

## ARTICLE VII. SIGNATURES

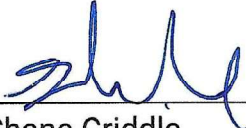
### MICA MOON

Approved by:

\_\_\_\_\_  
Rik Stewart                      Date

### SYMPLSOFT, INC

Approved by:

\_\_\_\_\_  
Shane Criddle                      7-23-23  
Date

## EV Specifications Review

I have gone through the specs and these look like pretty solid transport vehicles. I particularly like that they use 6V deep cycle golf cart batteries. This makes maintenance of the batteries very simple and those can be found right on the shelf. As for these vehicles meeting your needs, I am not able to make a full assessment without knowing how many miles you expect to drive and how many of those miles are on that 10% grade. I can assume that you are looking to drive these vehicles less than 60 miles a day, since that is the stated vehicle range. I will run through a quick scenario with the 14-passenger model to evaluate how this vehicle would perform.

### Assumptions:

- The vehicle is fully loaded throughout the day.
- The vehicle speed never exceeds the 13MPH (13MPH is the speed at which the ranges was determined)
- The vehicle batteries do not run below 20% state of charge (SOC). Running the battery below 20% SOC can cause the overall lifespan of the battery to be decreased. This reduces the usable range to 48miles of driving on flat ground. This is the mileage will drive in this scenario.
- The vehicle spends 30% of its travel time on the 10% grade.
- The 10% grade will reduce the vehicles' performance by 10%.

The 14-passenger vehicle comes equipped with twelve 6V/220AH batteries. Each battery can store 1.32kWh of energy (6V\*220AH)/1000). All twelve store 15.84 kWh of energy. With a total range of 60miles the vehicles efficiency is: 60 Miles/15.84 kWh = 3.8Mile/kWh

Miles driven on 10% grade = 48 miles \* 30% = 14.4 miles

Miles driven on flat ground = 48 miles – 14.4 miles = 33.6 miles.

Energy used for flat ground driving: 33.6 miles / 3.8 miles/kWh = 8.84 kWh

Energy used for driving on 10 % grade: 14.4 miles / ((3.8 – (3.8 \* 10%))miles/kWh) = 4.21 kWh

Daily total kWh: 8.84kWh + 4.21 kWh = 13.05 kWh

In this scenario we would be finishing the day with the batteries at 17.6% SOC, which is not too bad. Charging the batteries in the next piece of the puzzle. If you run these 10hrs per day, you will have 14 hours to fully charge them. To charge this system you will need a 72V charger. These come in a variety of amperage ratings, a quick search online found one of the largest to be 25A.

Charging time = 13.05 kWh/(72V\*25A)/1000W/kW) = 7.25hrs. You could easily charge the batteries in 14 hours.

The daily range could be extended by adding some charging time during the day as well. That 72V/25A charger can add 1.8kWh to the batteries every hour. That equates to adding 6.84 miles of range for every hour of charging. The range will also be extended if the vehicles are not fully loaded for all parts of the day. It will be decreased if the vehicles are consistently driven faster than 13 MPH. These are all factors that would need to be considered with a more in-depth assessment.

**Bryce Eschenbacher, PE**

Senior Electric Transportation Engineer  
Avista Utilities



**CITY OF SPOKANE**  
**PARKS AND RECREATION**  
  
**PERMISSIBLE USE AGREEMENT**  
**SPOKANE SKYLINES, LLC ZIPLINE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** ("City"), a Washington municipal corporation, **CITY OF SPOKANE PARKS AND RECREATION** ("Parks"), a City Department, **SPOKANE SKYLINES, LLC ("SSL") (d/b/a as "Mica Moon")** and **EPIPHANY APPLIED CONCEPTS, INC. ("Epiphany") (d/b/a as "Mica Moon")**, both located at 23403 East Mission Avenue, Suite 111, Liberty Lake, WA, 99019-7624, and collectively referred to herein alternatively as "Mica Moon" or "Permittee."

WHEREAS, on June 12, 2023, City Parks issued an RFP (RFP No. 5922-23) seeking proposals from a Company who could assess feasibility of potential construction and permit compliance of a Zipline; and secure its own capital funding for designing, building, operating and maintaining a privately owned and operated commercially viable Zipline attraction; and

WHEREAS, the RFP generally divided the anticipated work into two Phases: Phase I focusing on Zipline feasibility and legal compliance such as securing permits, variances and any necessary permissions from adjacent property owners (i.e., the Spokane Club); and Phase II focusing on securing City approval to use City property for Zipline construction, operation and maintenance which permissive use would be subject to conditions prohibiting actual use until Mica Moon submits proof that all permits, variances and adjacent property owner permissions have been obtained; and

WHEREAS, on 7/24/2023, Mica Moon submitted a response to the RFP, see attached Exhibit B containing documents entitled, "Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and "Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area Photos.docx"; and

WHEREAS, on 11/20/2023, City Parks executed an Agreement (City OPR 2023-1231) with Mica Moon to conduct the Phase I work including assessment of technical ability to construct Zipline, identification of SEPA applicability and necessary permits, and generation of a preliminary design; and

WHEREAS, the Phase I Work performed by Mica Moon's contractor Synergo, LLC determined construction and technical operation of the Zipline can be engineered and permitted; and

WHEREAS, the Phase I Work generated preliminary designs and visual images identifying the location of zipline structural components ("structures"), including departing and landing platforms, affixed cables and improved pathway to the landing platform, see attached Exhibit C (containing documents entitled, "Preliminary Plans Spokane Zipline.pdf", and

WHEREAS, a Phase II Scope of Work was generated narratively describing Mica Moon's project proposal by inclusion of specific commitments related to Zipline Ownership,

Capital Funding, Design and Construction, Business Management, Operations and Programming and Communications and Outreach, see attached “Exhibit B”; and

WHEREAS, the prospective Zipline is approximately 1400 linear feet in length with a flightpath traveling west along the Spokane River from the eastern lower boardwalk viewing platform at A Place of Truths Plaza (aka “CSO Tank 26 Plaza”), crossing under the southernmost large arch of the three (3) large arches beneath the Monroe Street Bridge and landing on the southeastern edge of Redband Park located in the Peaceful Valley neighborhood at 216 North Cedar St., Spokane, WA 99201; and

WHEREAS, on December 12, 2024, Zipline Project Owner Mica Moon applied for a Shoreline Conditional Use Permit (CUP) and Variance given the location of property for some of the Zipline structures lie within the shoreline of the Spokane River, see City CUP File No. Z24-576SCUP at <http://my.spokanecity.org/projects/downtown-recreational-zipline-shoreline-conditional-use-permit-variance/>; and

WHEREAS, the Hearing on the CUP and Variance is scheduled for May 7, 2025, before the City Hearing Examiner and a decision is expected to be issued within 10 days after such hearing and then forwarded to the State Department of Ecology for final approval; and

WHEREAS, based on the preliminary designs, Mica Moon’s construction of Zipline project through its contractor Synergo would need to occur on city owned property to include both the eastern cantilevered boardwalk viewpoint at CSO Tank 26 Plaza, and City owned real property in the area beneath and surrounding this viewpoint, and additionally City owned real property located along the Spokane River on the southeastern edge of Redband Park, which additional property is under the care, management and control of City Parks and located at 214 North Cedar St., Spokane, WA 99201 in the Peaceful Valley neighborhood; and

WHEREAS, Zipline Project Owner Mica Moon seeks permission from City and Parks to use these City owned properties for actual construction, operation and maintenance of the Zipline project.

**NOW THEREFORE**, City grants Mica Moon permissive use of City property identified herein for construction, operation and maintenance of the Zipline project as follows:

**1. PERMISSIVE USE AUTHORIZATIONS.**

**A. Use of City property for Zipline construction, operation and maintenance.**

Per this Agreement, City grants Zipline Project Owner Mica Moon and its subcontractors the right to use City owned real property, and vertical airspace above such City property, located on the south shore of the Spokane River for the construction, operation and maintenance of a Zipline Project entirely funded by Mica Moon described and depicted in Exhibits B and C.

Location of Departure Site: The location of the departure platform is expected to be sited at the eastern viewing platform located on the lower cantilevered metal boardwalk at A Place of Truths Plaza (“eastern viewing platform”) located at 930 Spokane Falls Blvd., and require use of both the platform for modification and expansion, and use of City owned real property located beneath and around the platform location. The south west corner of the Departure (take-off) platform structures is located at: Latitude: 47.660252 Longitude: -117.425334, situated on the northern borderline of parcel #35183.1513 approximately 22 feet north of the southern border and 95 feet east of the western border of the parcel.

Location of Landing Site: The location of the landing platform site is on the southeastern edge of Redband Park within the 150-foot shoreline buffer zone requiring approval of a shoreline CUP and construction variance. Physical address of Redband Park is 214 North Cedar St., Spokane, WA 99201. The south east corner of the Arrival (landing) platform structures is located at: Latitude: 47.659494 Longitude: -117.430561, situated approximately 123' north of the southern borderline of parcel #no. 35183.2101 approximately 22 feet west of the eastern border.

**B. Permit Term. Zipline construction, operation and maintenance permissive use term.**

The permissive use granted under this Agreement shall begin upon final execution of this Agreement by the Parties after Spokane City Council approval and run for a period of 15 years with the option to mutually agree upon one or more five (5) year renewal terms, unless amended by written agreement or terminated earlier. Permittee may initiate renewal discussions beginning in Year 12 to ensure adequate lead time. Permittee Mica Moon's actual use of City's property per this Agreement may not begin until Mica Moon provides City with evidence demonstrating acquisition of necessary permissions (i.e. shoreline CUP, variance, City construction permit, adjacent property owner authorizations, etc.) and proof of Insurances and Restoration Bond requirements set forth herein.

**C Permitted Use of Riverfront Park for Mica Moon's equipment and shuttle storage, and shuttle services.**

Permittee Mica Moon recognizes equipment and shuttle vehicle storage is not available at the Place of Truths Plaza or Redband Park. Storage facilities and ticket booths may not be placed at the Place of Truths Plaza Departure Site.

Per this Agreement, City Parks grants Permittee an annual (one year) permit to use Riverfront Park property at locations to be designated by City Parks for Zipline ticket sales, shuttle services to include Permittee guided shuttle-based tours, and transitory shuttle services within Riverfront Park, as well as equipment and shuttle vehicle storage. Tour routes and schedules are subject to approval of Riverfront Park Director with a minimum of 30-days' notice. Permittee acknowledges Riverfront Park events may result in closure or modification of shuttle routes. Subject to the Parties' needs, this permitted use may be renewed annually per mutual written agreement of the Parties.

City will create and install, at City's cost, transitory shuttle service signs at designated locations. Either City or City Parks may end use of these locations with 30 days' notice to vacate used spaces. City and City Parks accept no responsibility for Permittee's materials, equipment or shuttle vehicles stored in Park including damage and theft, or for Permittee's operations held in the park. All shuttles shall be street legal and at least one shuttle shall be capable of transporting a wheelchair. Permittee shall abide by laws, Park Code and limit speed to seven (7) mph on park pathways. Permittee's transitory shuttle services will operate between five mutually agreed stop locations within Riverfront Park to aid in pedestrian accessibility. Shuttle services shall minimally operate Friday through Sunday and holidays between 11:00 AM to 6:00 PM. Shuttle service is subject to closure or modification due to events and weather. All shuttles will be labeled with Permittee's name and branding to properly distinguish it for customers.

**2. PERMISSIVE USE AGREEMENT FEES.**

**A. Permit Fee: Use of City property for construction, operation and maintenance of Zipline.**



Mica Moon shall pay City Parks an annual permit fee of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, per year, plus applicable tax, for the construction, operation and maintenance permissive uses of City property granted under this Agreement.

- B. Permit Fee:** Use of Riverfront Park property for Zipline equipment and shuttle storage, ticket sales and shuttle services.

Mica Moon shall pay City Parks an annual permit fee of **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)**, per year, plus applicable tax for the use of Riverfront Park property granted under this Agreement.

Mica Moon recognizes improvements may be needed to support these uses some of which may be applicable to city permit requirements. In addition to the annual Park use fee for these purposes, Mica Moon agrees to pay for the cost of such potential improvements.

- C. Issuance of Required Permits, Insurance and Fees.**

Should Mica Moon be unable to secure the required permits and licenses to build and operate the zipline or if Mica Moon is unable to provide the required insurance to build and operate the zipline, this contract shall be deemed null and void and no payments shall be made by the City to Mica Moon.

Should the City be required to make any one-time payments or annual fee payments for the rights to cross the aerial airspace of the zipline path to any Party with a parcel affected by this Agreement, then Mica Moon shall reimburse the City for such payments.

- D. Payment Terms.**

Mica Moon shall submit its permissive use fee payments to Parks. Payment will be made via direct deposit/ACH upon all parties' final execution of this Agreement. All fees are subject to a 3% escalation. Fees are paid annually and at the beginning of the Agreement Term.

**3. PERMISSIVE USE AGREEMENT CONDITIONS.**

Permittee's use of City property authorized by this Agreement is subject to the conditions set forth in Exhibit A attached which is a list of commitments included in the Phase II Scope of Work narratively describing Mica Moon's proposed Zipline project.

**4. INDEMNIFICATION.**

"City" as referenced in this section includes both City and City Parks. Permittee Mica Moon, not City, is at all times responsible for, and in control of, all Zipline activities including, but not limited to, Zipline design, engineering and construction, operation, maintenance, security, etc., including the conduct of any such activities when performed by contractors and/or subcontractors. Permittee accepts the condition of City property as is.

Permittee Mica Moon shall defend, indemnify, and hold harmless City and its officers and employees from all claims, demands, or suits at law or equity asserted by any person for all injuries (including death) and/or property damage related to Zipline design, engineering, construction, operation, maintenance, security, etc. activities, whether performed by Permittee or its subcontractors, including such claims, demands or suits arising out of tampering with,

vandalizing, trespassing, and/or unpermitted use (i.e., attempting to ride outside Permittee's operating hours, etc.) of Zipline structures.

The scope of both Permittee's indemnification obligations also includes attorneys' fees and litigation costs. Permittee additionally specifically assumes liability and agrees to defend, indemnify and hold harmless City for any actions brought by its own employees against City and, solely for the purpose of this indemnification and defense, Permittee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Permittee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

The indemnity and agreement to defend, indemnify and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## 5. **INSURANCE.**

### **A. Insurance Requirements Applicable to Full Agreement Term.**

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

1. **Worker's Compensation Insurance** in compliance with RCW 51.12.020 which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
2. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

### **B. General Liability Insurance Requirements for the two (2) Phases of Work.**

#### **1. Phase 2.1: Design, engineering, construction phase.**

**Phase 2.1 General Liability Insurance.** During the full term of Phase 2.1, Permittee shall additionally maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage arising out of Zipline design, engineering and construction activities. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds under this Agreement. To the extent Permittee contracts with subcontractor/s to perform Phase 2.1 Work, Permittee shall contractually require such subcontractor/s to maintain the same general liability insurance with the same coverage terms and limits naming the City, its officers and employees as additional insureds and require such subcontractor/s to furnish evidence of this insurance prior to beginning Phase 2.1 Work. Such insurance shall also indicate it includes the contractual liability coverage applicable to the indemnity provision of the Agreement.

#### **2. Phase 2.2: Zipline Operation and Maintenance phase.**

**Phase 2.2. General Liability Insurance.** During the full term of Phase 2.2, Permittee shall maintain in force at its own expense, the General Liability Insurance on an occurrence basis,

with a combined single limit of not less than \$7,000,000 each occurrence for bodily injury and property damage arising out of Zipline design, engineering, construction, operation, maintenance, and security activities and the like. It shall additionally include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds under this Agreement. To the extent Permittee contracts with subcontractor/s to perform Phase 2.2 Work, Permittee shall contractually require such subcontractor/s to maintain the same general liability insurance with the same coverage terms and limits naming the City, its officers and employees as additional insureds and require such subcontractor/s to furnish evidence of this insurance prior to beginning Phase 2.2 Work. Such insurance shall also indicate it includes the contractual liability coverage applicable to the indemnity provision of the Agreement.

**C. Insurance requirements applicable to all insurance.**

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) specified above without sixty (60) days written notice from Permittee or its insurer(s) to City. The certificate shall specify the City of Spokane, its officers and employees as "Additional Insureds" and include applicable policy endorsements, the 60-day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Permittee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**D. Certificates of Insurance (COI) and Binders offering proof of insurability.**

**1. Phase 2.1 Work COI.**

As evidence of the liability insurance coverage(s) required by this Agreement, Permittee shall furnish acceptable Certificates of Insurance (COI) for Phase 2.1 Work to the City prior to City's presentation of this Agreement to City Council for City Council review and approval process.

**2. Phase 2.2 Work. COI and Binder.**

As evidence of the liability insurance coverage(s) required by this Agreement, Permittee shall furnish:

- (i) Prior to City's presentation of this Agreement to City Council, a Binder indicating the liability insurance specified for Phase 2.2 Zipline operation will be in effect for Zipline operations once construction is completed; and
- (ii) Upon completion of construction and before Permittee may begin Zipline Operation, an actual Certificate of Insurance (COI) for the conduct of Zipline operations.

**6. ASSIGNMENT.** Permittee may assign its rights and obligations under this Agreement to a successor entity or purchaser of the business, subject to the City's approval, which shall not be unreasonably withheld.

**7. TERMINATION.** Either party may terminate this Agreement by one hundred twenty (120) days written notice to the other party. If the City terminates for reasons other than material breach, Permittee shall be entitled to a pro-rata refund and reimbursement of unamortized

capital improvements directly related to project infrastructure, up to a cap of \$1.8 million dollars. The capital costs will use straight-line depreciation over the term of the contract. Any change in the method of depreciation needs to be approved by the City in writing. Permittee will abide by city property reclamation/restoration permit conditions set forth *supra* herein.

8. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

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

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

11. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business in the City without first having obtained a valid annual business registration. Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration.

12. **CONFIDENTIALITY/PUBLIC RECORDS.** Notwithstanding anything to the contrary, City will maintain the confidentiality of Permittee's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act (PRA), RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. If City gets a valid public records request for Permittee's materials or information and the City determines there are exemptions only Permittee can assert, City will endeavor to give Permittee notice. Permittee, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event Permittee does not get a timely injunction preventing the release of the records, City will comply with the PRA and release the records.

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

**SPOKANE SKYLINE, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT**

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

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

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

**Exhibit A:** PERMISSIVE USE AGREEMENT CONDITIONS

**Exhibit B:** Mica Moon's RFP Response containing documents entitled,  
"Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and  
"Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area  
Photos.docx"

**Exhibit C:** Phase I preliminary designs and visual images.

**EXHIBIT A**

**PERMISSIVE USE AGREEMENT CONDITIONS**

**A. Shoreline Conditional Use Permit (CUP), Variance, City Construction Permit and Adjacent Property Owner permissions.**

Before Permittee may use city property for the construction, operation and maintenance purposes granted herein, any necessary approvals must be obtained such as a Department of Ecology (DOE) approved shoreline CUP (for which the appeals period has expired), a Variance, City Construction Permit and any necessary adjacent property owner permissions.

**B. City and Parks approval of final design.**

Before using City property for the purposes granted herein, Mica Moon must obtain approval of final design by City of Spokane.

**C. Adjacent property owner approvals.**

Mica Moon is responsible for securing any needed approval from the Spokane Club given the projected Zipline flightpath will cross over property owned by this entity.

**D. Departure Platform Design.**

Permittee's departure site design will complement A Place of Truths Plaza design and be constructed in a fashion to minimize footprint and impact to sight lines.

**E. Location of Zipline cables below Monroe Street Bridge.**

Location of Zipline cables under Monroe Street Bridge shall provide sufficient clearance to enable the City to inspect the bridge condition. Zipline operations may need to be suspended when bridge maintenance and inspection is performed

**F. City Property Restoration.**

Mica Moon agrees to remove all Zipline structures and restore site to pre-Agreement conditions at the end of this Agreement term or at time of early termination should this Agreement terminate earlier for any reason (i.e., company insolvency, operations cease due to unsuccessful or fiscally nonviable venture, etc.) unless approved in writing by City. Pre-Agreement conditions include removal of both departure and landing platforms, cables, structural supports and ground anchors. Underground footings may remain.

**G. Restoration Payment Bond.**

Permittee shall secure and hold a bond for property restoration for the term of the Agreement to include any extensions to be used for such City property restoration responsibilities described herein. The Bond must be submitted to City before the time of presentation of this Agreement to City Council for its review and approval process. The Restoration Payment Bond shall be in an amount equal to the full cost of removing the Zipline and related appurtenances and restoring the City's property to its pre-Zipline condition upon the termination or expiration of this Agreement.

**H. Parking.**

Mica Moon recognizes there is no parking at the departure location, and very limited parking at landing platform location. Mica Moon agrees to discourage use of parking in the Redband Park Parking lot for zipline customers and agrees to shuttle customers back to starting site or identify an alternative method to return customers to starting location or Riverfront Park. Should City find that directional signage prohibiting Zipline parking is needed, Permittee agrees to pay for such signage

**I. Landing site congestion.**

Mica Moon will minimize participant congestion at the landing platform and avoid disruption park users such as little league teams playing on the adjacent ball field in Redband Park.

**J. Security.**

Mica Moon recognizes the locations of both the planned Departure and Landing platforms are always exposed to the public and accept that it is their responsibility to secure and monitor any construction equipment and materials and Zipline structural components (i.e., cables, platforms, ziplines, and any other structures built or installed as permanent or temporary related to Zipline construction, operation and maintenance) to prevent vandalism, unauthorized access and use of the same, and to prevent injuries related to unauthorized access or use of Zipline. Permittee additionally will conduct routine inspection and preventative and corrective maintenance of Zipline structures, maintain all required records associated with work and its Association for Challenge Course Technology (ACCT) accreditation, and at a minimum inspect its Zipline facility daily before opening. Permittee agrees to provide City access to all maintenance records upon request. After a full year of operation, Mica Moon will apply for and maintain an accreditation with ACCT.

**K. Emergency Response Plan.**

Mica Moon will work with City, local law enforcement and fire stations to establish and maintain an emergency response plan.

**L. WIFI.**

City shall provide access, at cost to the City, WIFI and utility services at currently available locations within Riverfront Park.

**M. Hours of Operation.**

Zipline may not operate between the hours of 10:00 PM and 6:00 AM without special permission from the City Parks and Recreation Director or his delegate. Permittee will establish consistent year-round operation hours.

**N. Rider Safety.**

Mica Moon will provide and require applicable rider safety equipment including, but not limited to harnesses, and provide a rider safety briefing prior to each use. Riders will not be permitted to use the Zipline facility if they have not met the following conditions: (i) Execution of a waiver holding harmless Permittee, City and City Parks from damages in the event of injury or death (the waiver must be signed by a parent/guardian, in the case of minors), and acknowledging they have no medical conditions, and are taking no medications or other substances, that may interfere with safe use of the Zipline facility, and agree to follow Permittee's rules and procedures; (ii) they are properly clothed and have proper footwear; (iii) they meet minimum height requirements and have other bodily attributes with parameters required for safe use of



safety harnesses and use of facility; and (iv) they have participated in a safety briefing required above and demonstrated an understanding of all instructions including proper use of safety equipment and zipline user's acknowledgment of their ability to safely navigate Zipline facility.

**O. ADA access.**

Permittee plans to construct an ADA support pathway for access to and from the landing platform along City owned property located at the eastern edge of Redband Park. Zipline will be capable of supporting those with disabilities to the extent possible which may include use of paragliding style Skyline skyTECH harnesses and skyTECH trolleys with handlebars (or similar devices) to help accommodate those with special needs or ADA type limitations.

**P. Ticket Sales.**

Permittee shall provide an easily accessible means of making ticket sales available to the public and collect all applicable taxes including sales and city admission tax.

**Q. Communication and Outreach.**

Permittee will work cooperatively and develop positive relationships with both the Riverside and Peaceful Valley Neighborhood Councils to mitigate any potential negative impacts of the zipline operation or construction and provide regular updates to these Councils through the construction phase. Mica Moon will establish routine and frequent meetings with City Staff within the various phases of the project. City and Permittee shall meet annually to review Permissive Use Agreement terms and conditions in relation to Zipline operations.

**R. Signage.**

Permittee will provide signage at its own expense detailing name of attraction, contact information, applicable rules, potential risk to riders, rider health requirements. Signage shall not distract from the esthetic and scenic view of the site and will be subject to approval by city. The locations for signage include the departure and landing platforms, ticketing locations and Mica Moon's website. Permittee will additionally, at its own expense, produce and install historical interpretive signage at the landing platform

**S. Zipline is Permittee Zipline Owner Mica Moon's Business.**

Permittee Mica Moon is independently responsible for the funding, marketing, operation and business management of the Zipline including sales expectations and profitability. At all times, management and operation of the Zipline will be under the direction and supervision of Mica Moon. Mica Moon will provide personnel to manage, oversee, supervise, and operate the zipline; will maintain on site appropriate operations manuals; and will comply with all local, state, and federal relations for business such as the Zipline. Mica Moon is responsible for all hiring, ACCT training and scheduling of personnel. All employees are employees of Permittee, not City or City Parks. Mica Moon is solely responsible for employee salaries, benefits, employment taxes, unemployment insurance, worker's compensation insurance, and the like.

**T. Complimentary Tickets**

Permittee will provide up to 1,000 complimentary tickets per calendar year, with discretion over distribution to charitable organizations and underserved youth and shall not be required to remit City admissions tax on these tickets.



**EXHIBIT B**

Mica Moon's RFP Response containing documents entitled,  
"Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and  
"Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area  
Photos.docx"

**EXHIBIT C**

Phase I preliminary designs and visual images identifying location of zipline structural components (“structures”), including departing and landing platforms, affixed cables and improved pathway to the landing platform, entitled, “Preliminary Plans Spokane Zipline.pdf”.



**DESIGN:**  
SYNERGO, LLC.  
15995 SW 74th Ave, Suite 2  
Tigard, Oregon 97224  
503.425.9541

**ENGINEERING:**

# CITY OF SPOKANE

350 N Post St

103450.174

**THE EDITOR**

THESE AND MANY OTHER

：「**日本書**」

## REFERENCES

## ALBERT HILL

MCQs on *Cell and Tissue Biology* - [Click Here](#)

(7) 2006年9月1日 第1版

**WILEY**

RESEARCH DESIGN

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© 1999 BY  
THE AUTHOR  
ALL RIGHTS RESERVED

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STUDIES OF BOLD SIGNALS IN THE HUMAN VISUAL CORTIX DURING PERIODS OF REST AND DURING PERIODS OF VISUAL STIMULATION HAVE BEEN CONDUCTED BY A NUMBER OF RESEARCHERS. IN THE PAST FEW YEARS, THERE HAS BEEN AN INCREASE IN THE NUMBER OF STUDIES THAT HAVE BEEN CONDUCTED IN THE HUMAN VISUAL CORTIX DURING PERIODS OF REST. IN THIS PAPER, WE WILL REVIEW THE RESULTS OF THESE STUDIES AND DISCUSS THE IMPLICATIONS OF THE FINDINGS FOR THE STUDY OF HUMAN VISUAL CORTIX FUNCTION.

These "name" interpretations, engineering and design work, are intended solely for the use of the contractor in the construction of the project. The contractor shall not use the information disclosed in this document for any other project or at any location other than the project and location specified herein. The contractor shall not use the information disclosed in this document for any other project or at any location other than the project and location specified herein. The contractor shall not use the information disclosed in this document for any other project or at any location other than the project and location specified herein.

new production approach of project, including but not limited to financial, construction, electrical, mechanical and civil, production control planning and water proofing and the scope of these drawings and the preparation of others.

## REFERENCES

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

**CONTACT | 800-678-9272**

RECOMMENDATIONS

STRUCTURAL DESIGN CRITERIA	
DESIGN CATEGORY	II
DESIGN CATEGORY	A-B
DESIGN	DESIGN (NO LIMITS)
DESIGN	DESIGN
DESIGN	FLOOR LIVE LOAD
DESIGN	40/PSF

DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE SPECIFICATION  
FOR KINCHAL STEEL BUILDINGS (MSB) 2001.

DATE OF SURVEY COLLECTED:

THE UNIVERSITY OF CHICAGO

WILEY-INTERSCIENCE AND JOHN

ALL OTHER ELECTRONIC AND PLATE: 45% V.A.M.

Dr. F. H. WATTS: Chief Engineer, A. I. M. S. T. Co., New York

[illegible]

ALL STRUCTURAL STEEL SHALL HAVE ONE SHOP COAT OF PRIMER EXCEPT SURFACES TO BE EMBROIDERED IN CONCRETE OR MASONRY. ON STEEL TO BE GALVANIZED EMBEDDED SURFACES SHALL BE FREE OF ALL OIL AND GREASE. ALL EMBEDMENT MATERIALS SHALL BE PROTECTED FROM STEEL TO HAVE ONE SHOP COAT OF PRIMER EMBROIDERED.

END PAGE TWO

ALL FINANCIAL CONTINGENCIES FOR IRON AND STEEL PRODUCTS SHALL CONFORM TO ASTM A132. REPAIRS OF GALVANIZED COATINGS ARE TO CONFORM TO ASTM A60. HOT DIP GALVANIZED COATINGS ON ASTM A36 SHALL BE MINIMUM 0.0075 INCH THICK. THE MINIMUM OF THE APPLIED COATING SHALL BE 0.0075 INCH.

CONTINUED FROM PAGE 10

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 01-25-2001 BY 60322 UCBAW/STP

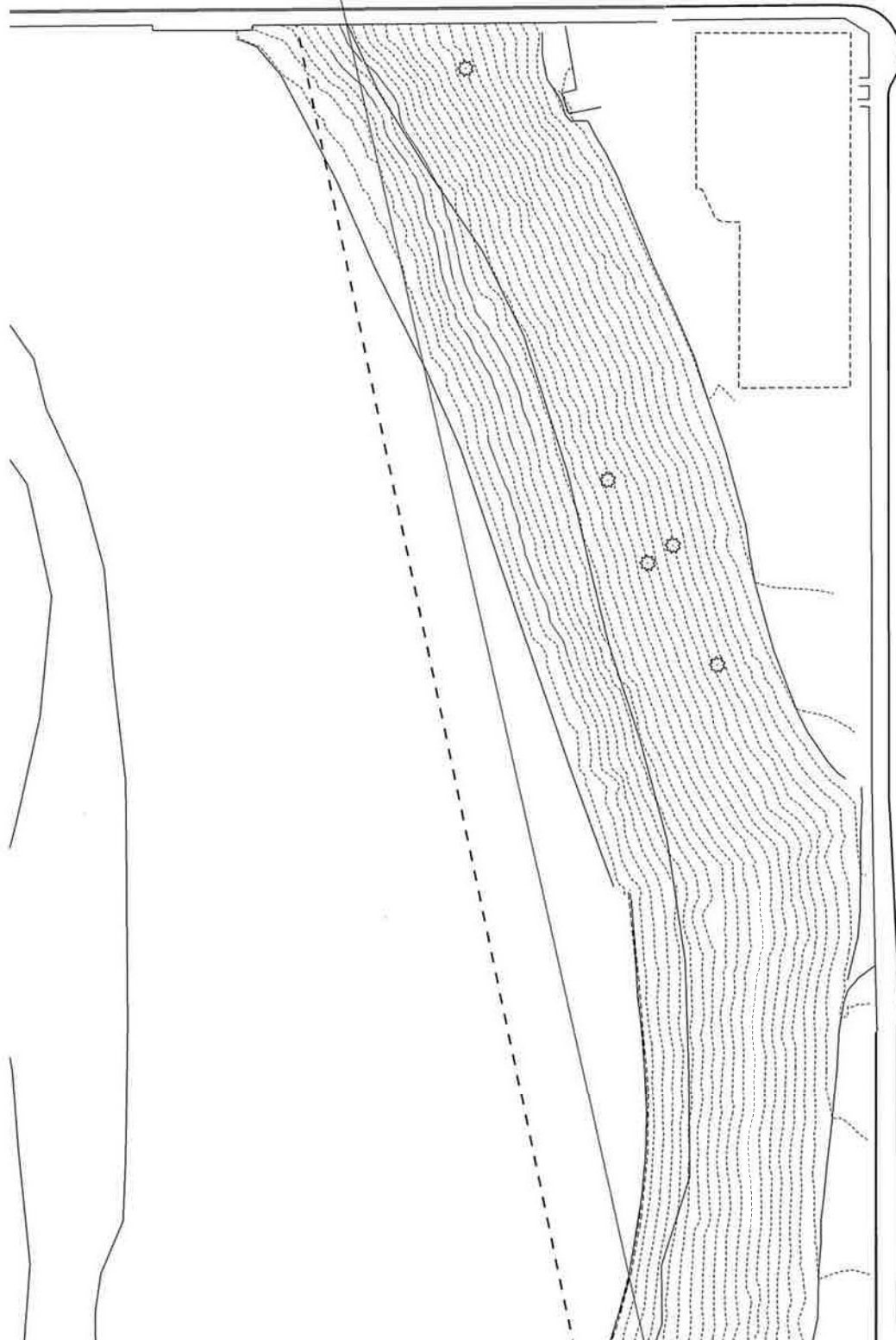
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## Highly Accurate, Affordable

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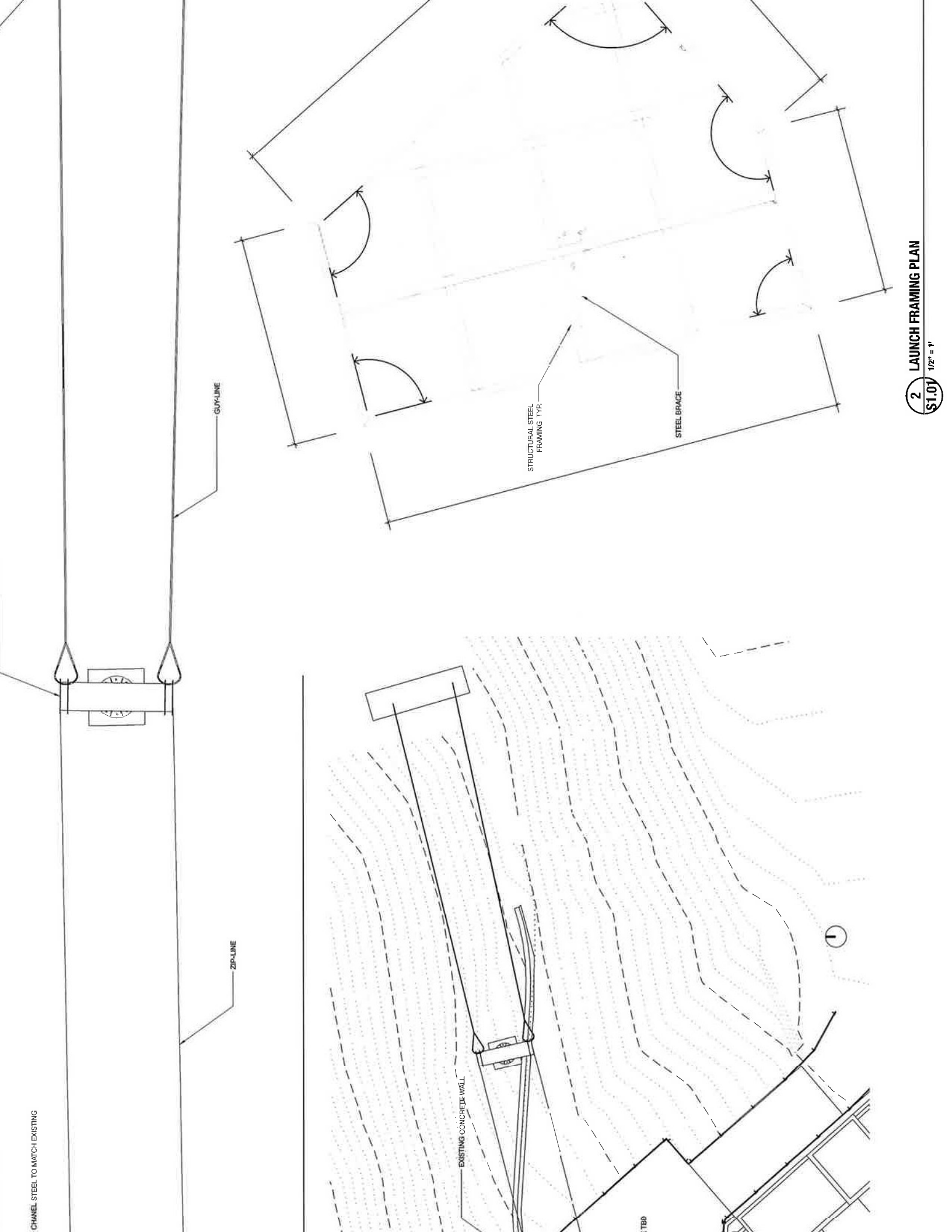


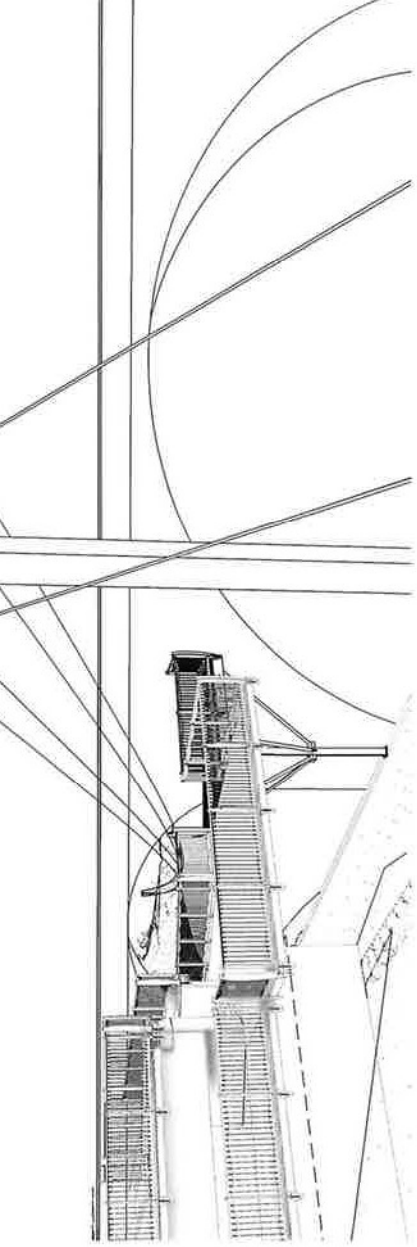
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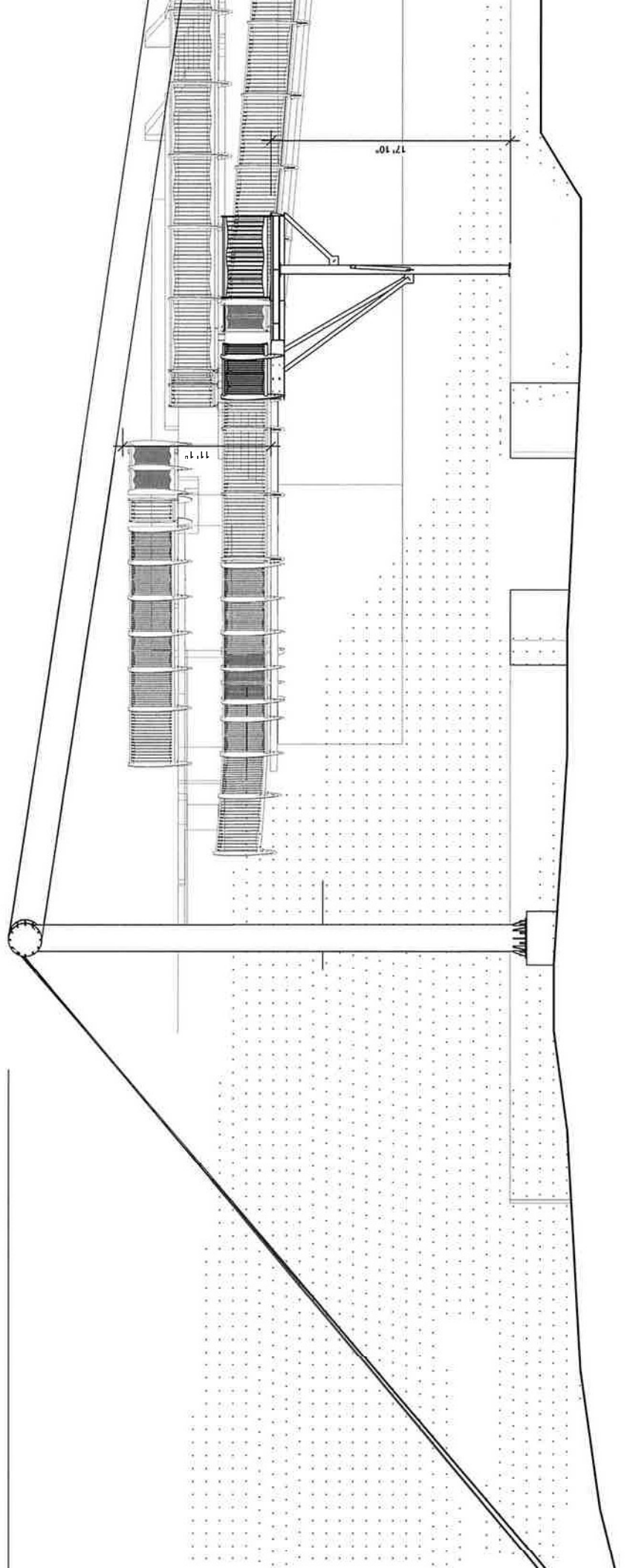
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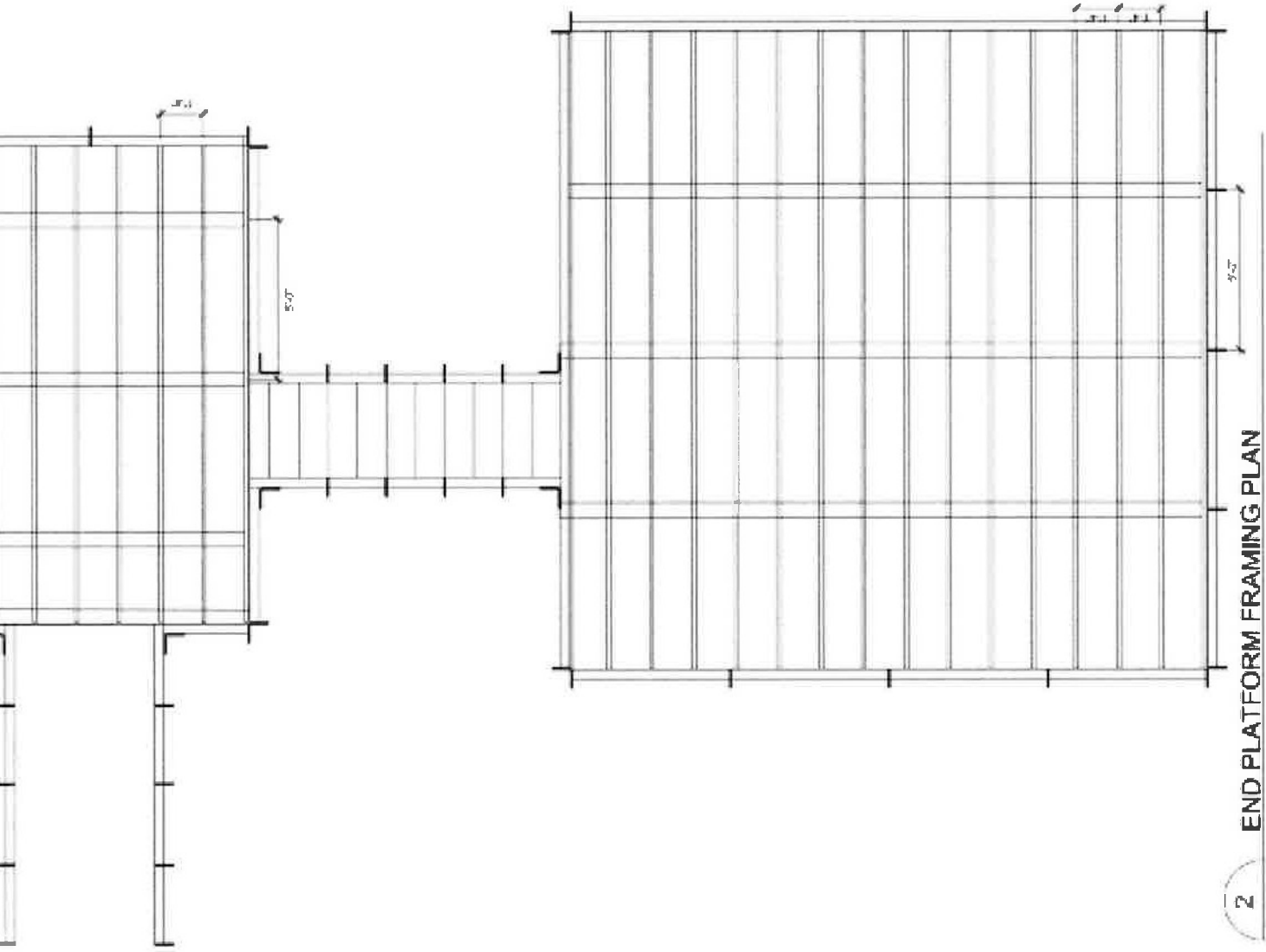
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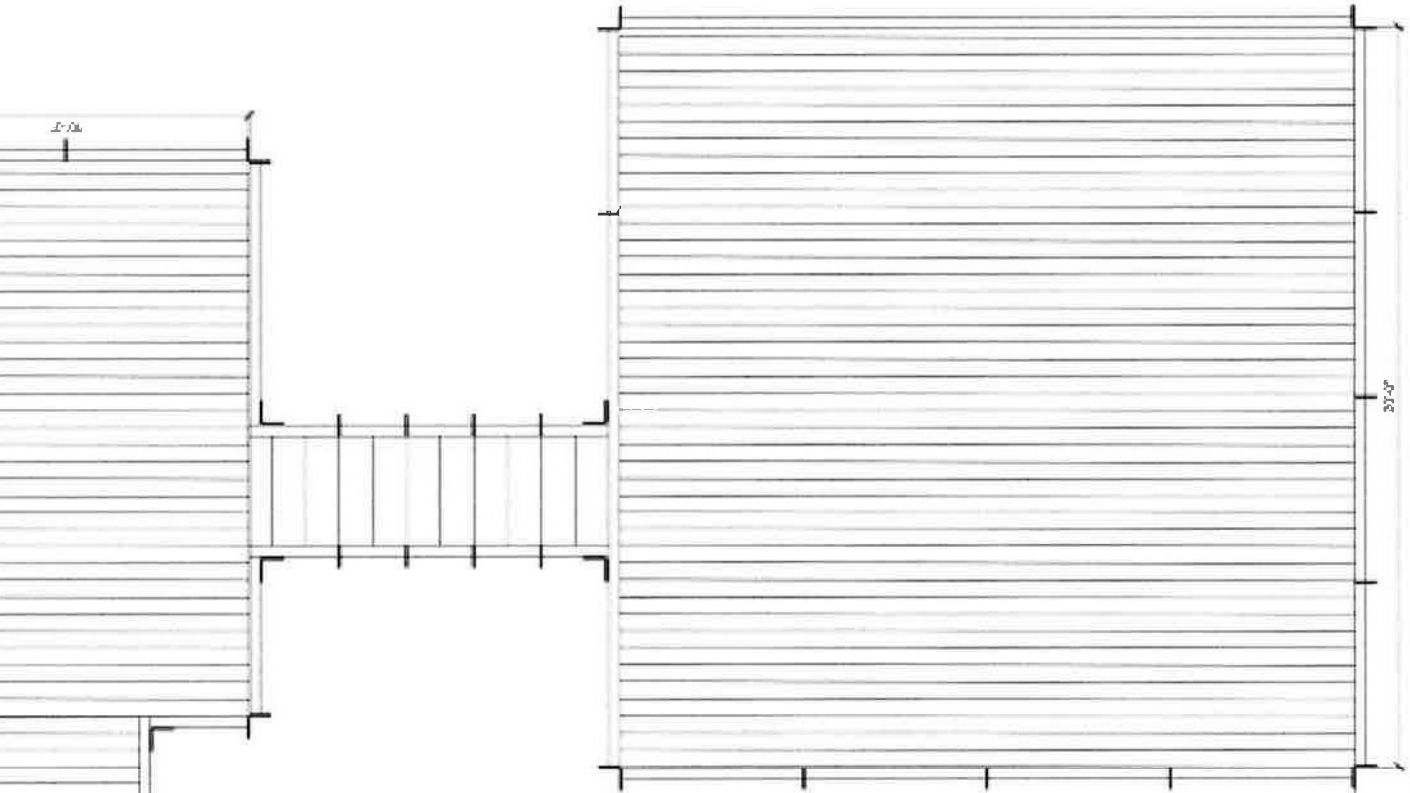
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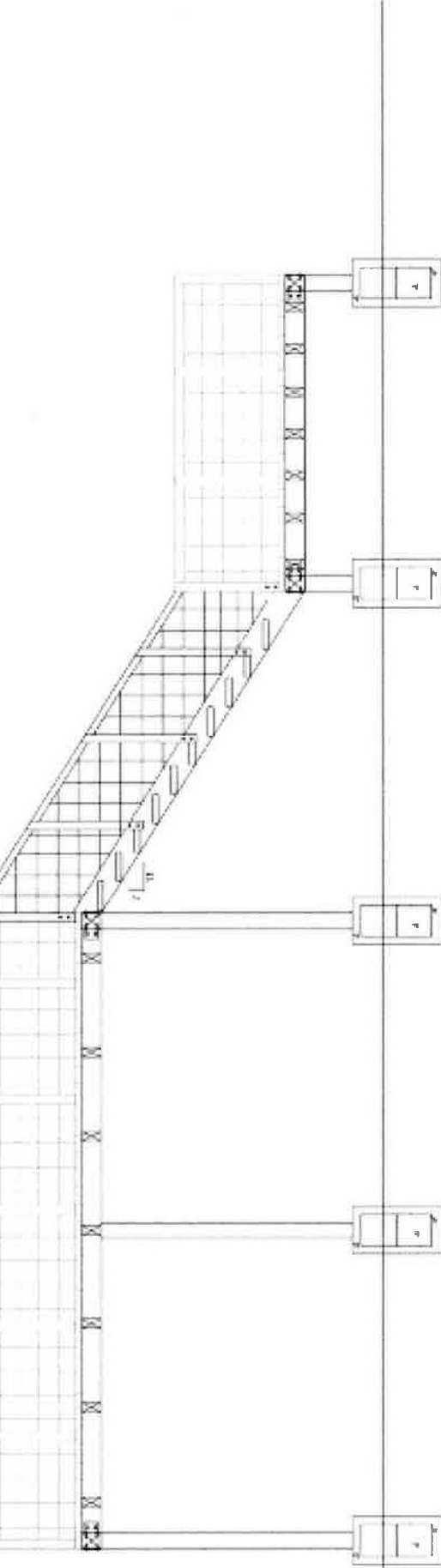
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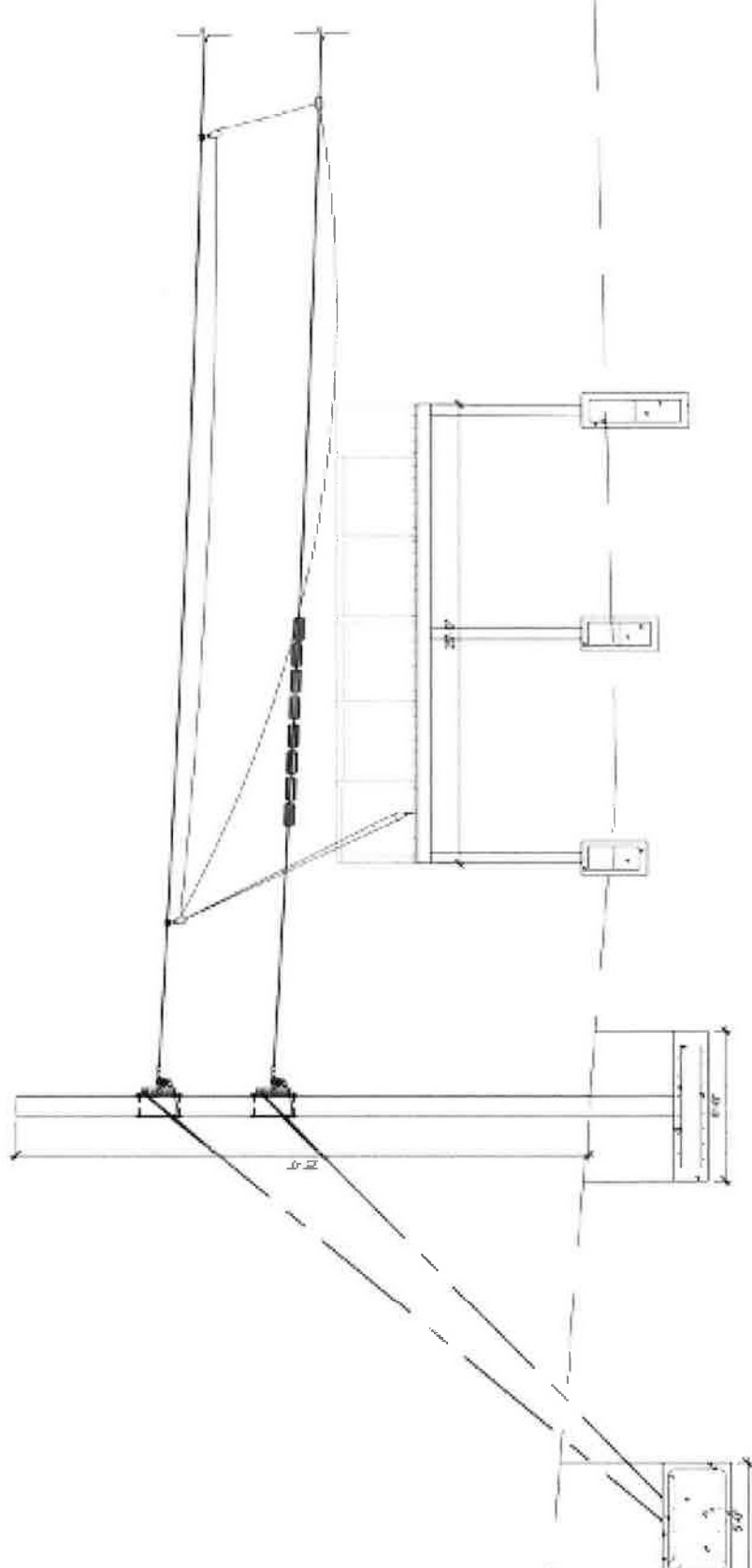


RAILING AND DECKING PLAN

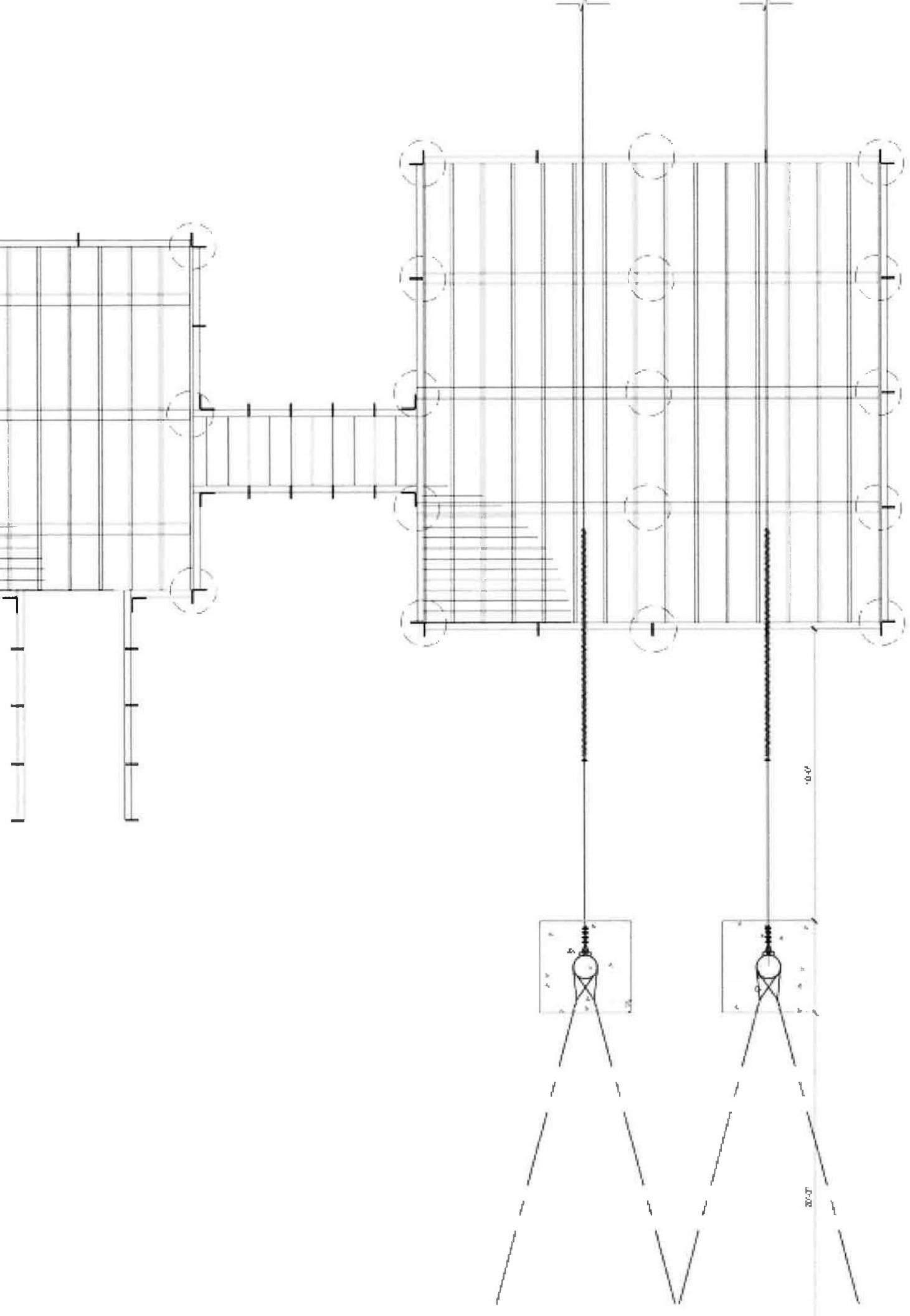


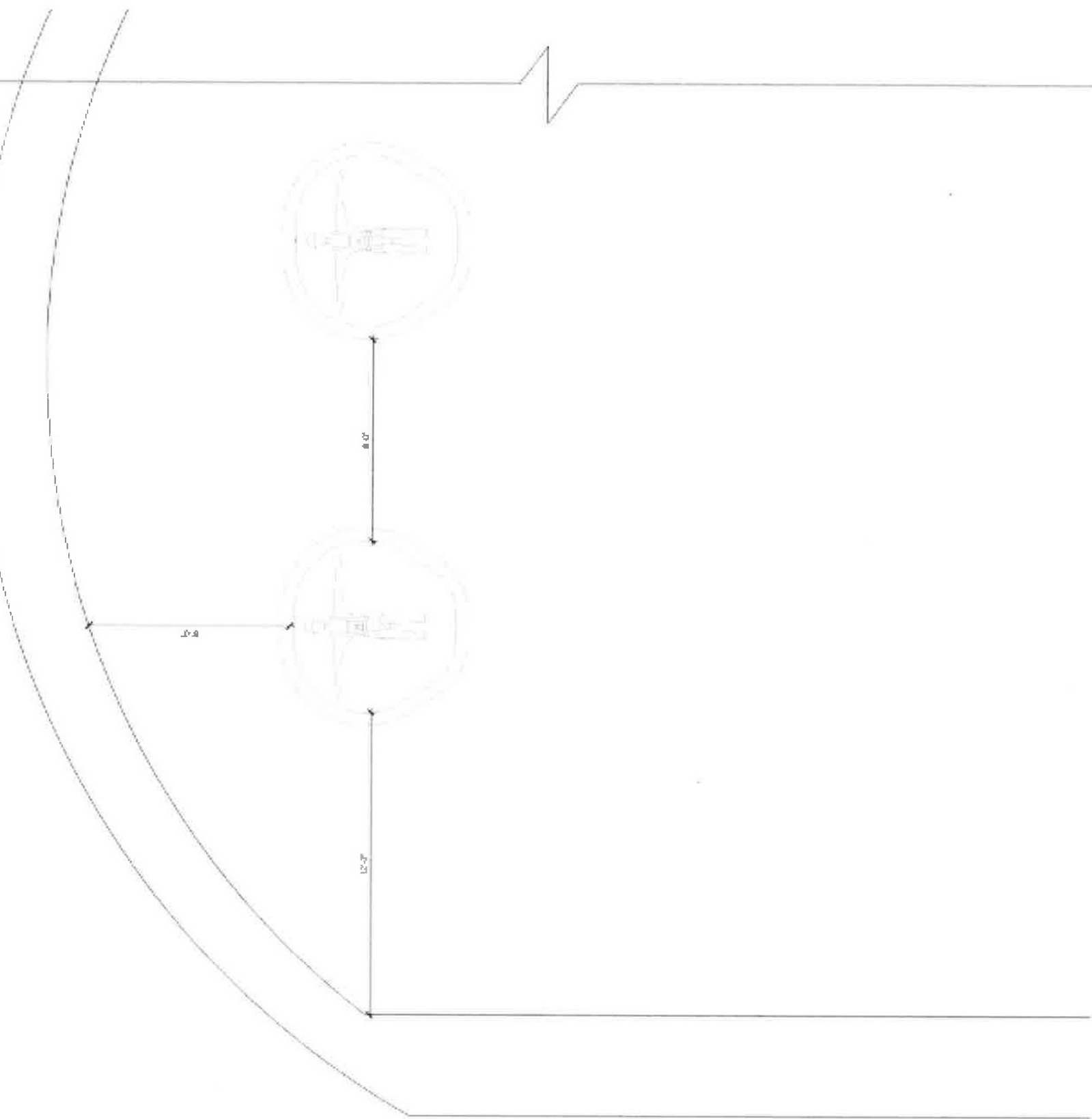


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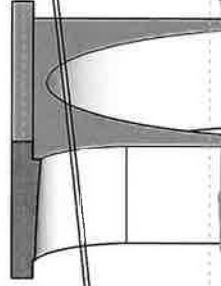


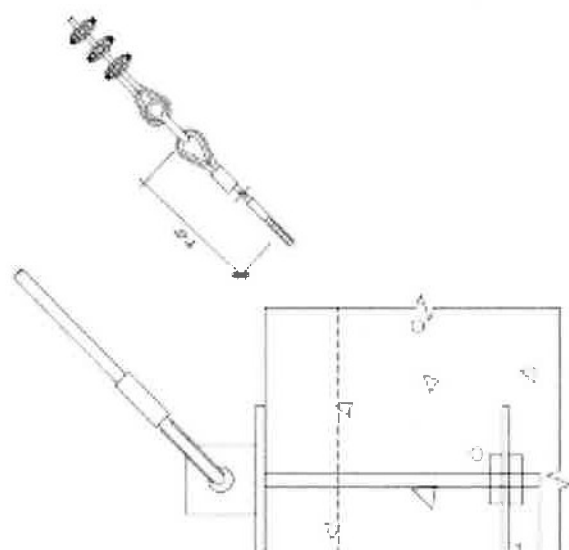
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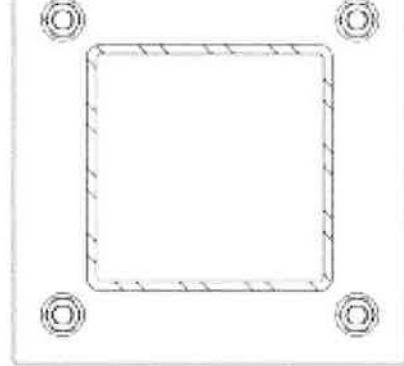


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## 51.03



50.03

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/14/2025

**Clerk's File #**

ORD C36705

**Cross Ref #****Project #****Council Meeting Date:** 06/16/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

KKLITZKE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

0520-STREAMLINING SOLID WASTE CODE DEFINITIONS &amp; POSITION TITLES

**Agenda Wording**

This ordinance will update the City's Solid Waste Code by adding all definitions into a table and correcting the position titles responsible for the administration of the chapter.

**Summary (Background)**

The City's regulations related to solid waste are codified in SMC Chapter 13.02. The City is working to establish definitions in a chapter table format for clarity throughout the municipal code. The solid waste code includes multiple definitions in individual sections. This chapter also references positions (Director of Solid Waste Collection & Director of Solid Waste Disposal) that are now rolled into the single position of Director of Solid Waste Management.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

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<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
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<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	SCOTT, ALEXANDER		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	





# Memorandum

Office of the Mayor

---

DATE:

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

TO: Councilmember Kitty Klitzke– Chair, Urban Experience Committee

RE: Streamlining solid waste code definitions and position titles

---

This memo recommends the adoption of an ordinance to update the City’s Solid Waste Code by adding all definitions into a table and correcting the position titles responsible for the administration of the chapter.

## **Executive Summary – Solid Waste Code**

I. **Background:** The City’s regulations related to solid waste are codified in SMC Chapter 13.02.

II. **Issue:** The City is working to establish definitions in a chapter table format for clarity throughout the municipal code. The solid waste code includes multiple definitions in individual sections.

This chapter also references positions (Director of Solid Waste Collection & Director of Solid Waste Disposal) that are now rolled into the single position of Director of Solid Waste Management.

## **III. Policy Recommendations**

The Council should adopt an ordinance to consolidate the definitions of the Solid Waste Code into a table format and correct the position titles responsible for the administration of this chapter.
--

### **Proposed Ordinance Table of Contents**

Section 1. Amends Article I of Chapter 13.02

Section 2. Amends SMC 13.02.0100

Section 3. Repeals SMC 13.02.0102

Section 4. Repeals SMC 13.02.0104  
Section 5. Repeals SMC 13.02.0109  
Section 6. Amends SMC 13.02.0110  
Section 7. Repeals SMC 13.02.0112  
Section 8. Repeals SMC 13.02.0114  
Section 9. Repeals SMC 13.02.0116  
Section 10. Repeals SMC 13.02.0118  
Section 11. Repeals SMC 13.02.0119  
Section 12. Repeals SMC 13.02.01191  
Section 13. Repeals SMC 13.02.0120  
Section 14. Repeals SMC 13.02.0122  
Section 15. Repeals SMC 13.02.0124  
Section 16. Repeals SMC 13.02.0126  
Section 17. Repeals SMC 13.02.0127  
Section 18. Repeals SMC 13.02.0128  
Section 19. Repeals SMC 13.02.0130  
Section 20. Repeals SMC 13.02.0134  
Section 21. Repeals Article II of SMC 13.02  
Section 22. Amends SMC 13.02.0236  
Section 23. Amends SMC 13.02.0248  
Section 24. Amends Article III of SMC 13.02  
Section 25. Amends SMC 13.02.0350  
Section 26. Amends Article IV of SMC 13.02  
Section 27. Amends Article V of SMC 13.02  
Section 28. Amends Article VI of SMC 13.02  
Section 29. Amends Article VII of SMC 13.02  
Section 30. Amends Article VIII of SMC 13.02

**Section 1. Amends Article I of Chapter 13.02**

- Eliminates a standalone definition Article in Chapter 13.02 as a result of consolidation.
- Moves “General Provisions” (originally Article II) to Article I.

**Section 2. Amends SMC 13.02.0100**

- Creates a consolidated definitions table
- Definitions are added for “Flow Control” and “Franchise Hauling Restrictions”

**Section 3. Repeals SMC 13.02.0102**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 4. Repeals SMC 13.02.0104**



- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 5. Repeals SMC 13.02.0109**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 6. Amends SMC 13.02.0110 – Customer – Giving Notice**

- Repeals the definitions of “customer” and moves it to the definitions table in SMC 13.02.0100.
- Updates the term “Utility Billing Division” to “Utility Billing Office”.

#### **Section 7. Repeals SMC 13.02.0112**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 8. Repeals SMC 13.02.0114**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 9. Repeals SMC 13.02.0116**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 10. Repeals SMC 13.02.0118**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 11. Repeals SMC 13.02.0119**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 12. Repeals SMC 13.02.01191**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

#### **Section 13. Repeals SMC 13.02.0120**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 14. Repeals SMC 13.02.0122**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 15. Repeals SMC 13.02.0124)**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 16. Repeals SMC 13.02.0126**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 17. Repeals SMC 13.02.0127**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 18. Repeals SMC 13.02.0128**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 19. Repeals SMC 13.02.0130**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 20. Repeals SMC 13.02.0134**

- Repeals section as a result of consolidating all definitions in the table in SMC 13.02.0100.

**Section 21. Repeals Article II of SMC Chapter 13.02**

- With the elimination of a Definitions Article, “General Provisions” becomes Article I.

**Section 22. Amends SMC 13.02.0236 (Refuse-only Accounts)**

- Corrects position title

**Section 23. Amends SMC 13.02.0248 (Service Outside City Limits)**

- Corrects position title
- Capitalizes specific department

**Section 24. Amends Article III of SMC Chapter 13.02**

- Changes the article from III to II

**Section 25. Amends SMC 13.02.0350 (Premises Site Plan Approval for Solid Waste Collection Area Required)**

- Corrects position title

**Section 26. Amends Article IV of SMC Chapter 13.02**



- Changes the article from IV to III

**Section 27. Amends Article V of SMC Chapter 13.02**

- Changes the article from V to IV

**Section 28. Amends Article VI of SMC Chapter 13.02**

- Changes the article from VI to V

**Section 29. Amends Article VII of SMC Chapter 13.02**

- Changes the article from VII to VI

**Section 30. Amends Article VIII of SMC Chapter 13.02**

- Changes the article from VIII to VII

## ORDINANCE NO. C36705

An ordinance streamlining definitions in the solid waste code and correcting position titles; amending Articles I, III, IV, V, VI, VII, and VIII of Chapter 13.02 and Sections 13.02.0100, 13.02.0110, 13.02.0236, 13.02.0248, and 13.02.0350; and repealing Sections 13.02.0102, 13.02.0104, 13.02.0109, 13.02.0112, 13.02.0114, 13.02.0116, 13.02.0118, 13.02.0119, 13.02.01191, 13.02.0120, 13.02.0122, 13.02.0124, 13.02.0126, 13.02.0127, 13.02.0128, 13.02.0130, 13.02.0134, and Article II of the Spokane Municipal Code.

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

**Section 1.** That Article I of Chapter 13.02 the Spokane Municipal Code is amended to read as follows:

### **Article I. ((Definitions)) General Provisions**

**Section 2.** That Section 13.02.0100 of the Spokane Municipal Code is amended to read as follows:

#### **Section 13.02.0100 Definitions**

The following definitions apply in this chapter ((-)) :

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

Construction waste	Construction waste means wood, concrete, drywall/wallboard, masonry, roofing, siding, structural metal, wire insulation, carpet, carpet pad, metal or PVC pipe, porcelain plumbing fixtures, steel, insulation, and other building material; and plastics, Styrofoam, twine, baling and strapping materials, cans, buckets, and other packaging materials and containers. It also includes sand, rocks and dirt that are used in construction. In no event shall construction waste include dangerous or extremely hazardous waste of any kind, putrescible garbage, sewerage waste, animal carcasses or asbestos.
Customer	<p>Customer is the person making arrangements or on whose behalf arrangements are made for solid waste collection service from the department, provided a letter of authorization delegating management of a customer's solid waste service is received and on file with their Utility Billing Account.</p> <ul style="list-style-type: none"> <li>• Because solid waste collection service is mandatory for all premises, "customer" further includes all owners and occupants of premises generating or accumulating solid waste.</li> <li>• Where arrangements have been made for billings to be sent to an address other than the premises served, "customer" further includes the addressee at such billing address.</li> </ul>
Demolition waste	Demolition waste means solid, largely inert waste resulting from the demolition or razing of buildings, roads, and other man-made structures. Demolition waste consists of, but is not limited to, concrete, brick, bituminous concrete, wood and

	masonry, composition roofing and roofing paper, steel, and minor amounts of other metals, such as copper. Plaster (i.e., drywall, sheet rock, or plasterboard) or any other material or putrescible waste, other than wood, that is likely to produce gases or a leachate during the decomposition process, and asbestos wastes are not considered to be demolition waste for the purposes of this regulation.
Departments	Departments mean the Solid Waste Collection Department as defined in SMC 03.01A.450 for matters within its municipal departmental responsibility and the Solid Waste Disposal Department as defined in SMC 03.01A.470 for matters within its municipal departmental responsibilities.
Director	Director means the Director of Solid Waste Management for areas within Solid Waste Disposal Department and Solid Waste Collection Department functions, unless otherwise assigned, stated or indicated by context.
Flow Control	Flow control is the Spokane Regional Solid Waste System's authority to designate where municipal solid waste in Spokane is processed, treated, and disposed of.
Franchise Hauling Restrictions	The City prohibits a person from providing solid waste collection and disposal unless allowed by state law or pursuant to a City franchise agreement or contract. Additionally, the City prohibits private junk removal and hauling services involving the collection or hauling of solid waste, including construction, demolition and land clearing wastes otherwise offered by the City Solid Waste Collection and Disposal departments. Additional franchise hauling restrictions may be found in <a href="#">SMC 13.02.0204</a> .
Garbage	Garbage is solid and semi-solid putrescible, discarded materials such as



	kitchen, food, animal, and vegetable wastes.
Generator	Generator is any person originating solid waste. Generator also includes the owner and/or occupant of any premises on which solid waste originates or persists.
Health officer	Health Officer is the appointed health officer of the Spokane Regional Health District, an interlocal City-County agency established under the laws of the State of Washington or any equivalent successor official designated by the Mayor. The Director of Solid Waste Management may also exercise any health officer function for purposes of this chapter.
Incidental hauling	Incidental hauling is defined as less than thirty-three percent of the total bill for services and is an adjunct or secondary activity to the primary activity of demolition or construction activities.
Inert Waste	Inert Waste means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater.
Land clearing waste	Land clearing waste means natural vegetation and minerals, such as stumps, brush, blackberry vines, tree branches, and associated dirt, sand, tree bark, sod and rocks.
Permitted facility	Permitted facility is defined as a facility permitted by the State of Washington or the Spokane Regional Health District in accordance with chapter 70.95 RCW and the Spokane County Comprehensive Solid Waste Management Plan.
Person	Person in this chapter is an all-inclusive reference to any individual or group, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity.
Premises	Premises means a specific lot or area of real property served by the department or

	any such lot or area in general. Premises includes permanent and transient human dwellings and places of accommodation, commerce or recreation.
Premises with multi-unit dwellings	Premises with multi-unit dwellings means an area of one or more premises operating in whole or part under unified management or ownership with housing facilities for more than a single-family residence. Such facilities include duplex or multiplex dwellings, apartments, condominiums, trailer parks, or other accounts, including planned unit developments, where billed under a master meter arrangement for water service. Distinguished from this definition for purposes of requirements affecting premises with multi-unit dwellings are hotels, motels, hospitals, nursing homes, or other congregate-care or institutional facilities, which are generally served as a commercial-service account.
Recyclable materials	Recyclable materials (or “recyclables” or “single-stream recyclables”) means materials which are source-separated from the general waste stream for recycling or reuse, as opposed to disposal, and accepted under a recycling program operated by the department. The Director of Solid Waste Management or their designee has the authority to adjust items included in the City’s recycling program or conditions for municipal acceptance, considering chapter 70.95 RCW or any other regulatory requirements, the Spokane County Comprehensive Solid Waste Management Plan, prevailing market conditions for the materials involved, and administrative convenience or efficiency.
Refuse	Refuse is non-putrescible discarded materials, such as rubbish, ashes, or other miscellaneous wastes.
Separated wastes	Separated wastes are discarded materials of a uniform content, quality or consistency approved by the City for

	<p>acceptance as separated wastes. Different rates may apply for separated wastes. Types of separated wastes may change from time to time, depending on market conditions, operational efficiency and other factors, at the City's discretion. Currently identified categories are:</p> <ol style="list-style-type: none"> <li>1. Separated yard and garden waste, also referenced as "clean green" wastes;</li> <li>2. other composts;</li> <li>3. baled refuse or refuse which has been tied in bundles for collection;</li> <li>4. small animal carcasses;</li> <li>5. Demolition debris, which is materials such as concrete, brick, metals, wood, and glass such as resulting from the demolition of a building or other structure.</li> <li>6. Waste tires - tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.</li> </ol>
Solid Waste	<p>Solid Waste (or "waste") means all putrescible and non-putrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, per RCW 70.95.030 (22).</p>
Specialized solid waste handling equipment	<p>Specialized solid waste handling equipment is defined as:</p> <ol style="list-style-type: none"> <li>A. Front load waste collection vehicle;</li> <li>B. Rear load waste collection vehicle;</li> <li>C. Side load waste collection vehicle;</li> </ol>

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

**Section 3.** That Section 13.02.0102 of the Spokane Municipal Code is repealed.

**Section 4.** That Section 13.02.0104 of the Spokane Municipal Code is repealed.

**Section 5.** That Section 13.02.0109 of the Spokane Municipal Code is repealed.

**Section 6.** That Section 13.02.0110 of the Spokane Municipal Code is amended to read as follows:

**Section 13.02.0110 Customer – Giving Notice**

~~((A. “Customer” is the person making arrangements or on whose behalf arrangements are made for solid waste collection service from the department.~~

- ~~1. Because solid waste collection service is mandatory for all premises, “customer” further includes all owners and occupants of premises generating or accumulating solid waste.~~
- ~~2. Where arrangements have been made for billings to be sent to an address other than the premises served, “customer” further includes the addressee at such billing address.))~~

~~((B)). For purposes of any notice given by the City under this chapter, giving notice is sufficient if it is either mailed, emailed, given, or left either at the premises served or mailed to a billing address, if different from the service address, as shown in the ((City utilities billings division)) City’s Utility Billing Office files.~~

- ~~1. For premises with multi-unit dwellings or where several buildings are served with one account, notice is sufficient if given or mailed to the agent or representative of the account, as identified by the department or ((utility billing division)) Utility Billing Office.~~
- ~~2. Nothing here limits the City’s right to recover any obligation from any person determined to be responsible for charges incurred or receiving direct or indirect benefit of services provided.~~

**Section 7.** That Section 13.02.0112 of the Spokane Municipal Code is repealed.

**Section 8.** That Section 13.02.0114 of the Spokane Municipal Code is repealed.

**Section 9.** That Section 13.02.0116 of the Spokane Municipal Code is repealed.

**Section 10.** That Section 13.02.0118 of the Spokane Municipal Code is repealed.

**Section 11.** That Section 13.02.0119 of the Spokane Municipal Code is repealed.

**Section 12.** That Section 13.02.01191 of the Spokane Municipal Code is repealed.

**Section 13.** That Section 13.02.0120 of the Spokane Municipal Code is repealed.

**Section 14.** That Section 13.02.0122 of the Spokane Municipal Code is repealed.

**Section 15.** That Section 13.02.0124 of the Spokane Municipal Code is repealed.

**Section 16.** That Section 13.02.0126 of the Spokane Municipal Code is repealed.

**Section 17.** That Section 13.02.0127 of the Spokane Municipal Code is repealed.

**Section 18.** That Section 13.02.0128 of the Spokane Municipal Code is repealed.

**Section 19.** That Section 13.02.0130 of the Spokane Municipal Code is repealed.

**Section 20.** That Section 13.02.0134 of the Spokane Municipal Code is repealed.

**Section 21.** That Article II of Chapter 13.02 the Spokane Municipal Code is repealed.

**Section 22.** That Section 13.02.0236 of the Spokane Municipal Code is amended to read as follows:

#### **Section 13.02.0236 Refuse-only Accounts**

Most premises in the City are billed through a combined City utilities bill. For premises not served with City water or sewer service, the billing is described as a “refuse-only” account. “Refuse-only” account customers must contact ~~((the director of solid waste))~~ Spokane 311 for prior approval to initiate a refuse-only account ~~((at (509) 625-7955))~~.

**Section 23.** That Section 13.02.0248 of the Spokane Municipal Code is amended to read as follows:

#### **Section 13.02.0248 Service Outside City Limits**

- A. The ~~((City solid waste collection department))~~ City’s Solid Waste Collection Department does not provide collection service outside City limits except as may be authorized by applicable law or contract, including appropriate arrangements

with a private solid waste collection company. The ~~((solid waste disposal department))~~ Solid Waste Disposal Department ~~((does operate))~~ operates disposal service for solid waste from inside and outside the ~~((City))~~ city of Spokane.

- B. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, any other portions of this chapter or [chapter 13.01 SMC](#) may be applied by the ~~((director of solid waste collection or disposal))~~ Director of Solid Waste Management where deemed needed as terms and conditions of service to outside the City customers.

**Section 24.** That Article III of the Spokane Municipal Code is amended to read as follows:

### **Article ~~((III))~~ II. Collection**

**Section 25.** That Section 13.02.0350 of the Spokane Municipal Code is amended to read as follows:

#### **Section 13.02.0350 Premises Site Plan Approval for Solid Waste Collection Area Required**

- A. Customers are responsible ~~((to obtain))~~ for obtaining the advance plan approval of the ~~((director of solid waste collection))~~ Director of Solid Waste Management or their designee of all proposed waste storage areas, collection points, and customer equipment to be used.
- B. This requirement shall apply whenever new construction or remodeling occurs or whenever the customer's waste disposal needs change.
- C. Customers involved in the City building permit or plan review process remain responsible ~~((to obtain))~~ for obtaining ~~((the director of solid waste collection's))~~ affirmative approval from the Director of Solid Waste Management of their designee in addition to other municipal approval requirements. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.
- D. Note that for customer convenience, other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.

**Section 26.** That Article IV of the Spokane Municipal Code is amended to read as follows:

### **Article ~~((IV))~~ III. Recycling**

**Section 27.** That Article V of the Spokane Municipal Code is amended to read as follows:

**Article ((V)) IV. Residential and Commercial Rates**

**Section 28.** That Article VI of the Spokane Municipal Code is amended to read as follows:

**Article ((VI)) V. Recycling Rates**

**Section 29.** That Article VII of the Spokane Municipal Code is amended to read as follows:

**Article ((VII)) VI. Disposal Rates**

**Section 30.** That Article VIII of the Spokane Municipal Code is amended to read as follows:

**Article ((VIII)) VII. Additional Provisions**

PASSED by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36701

**Cross Ref #****Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

CODE ENFORCEMENT &amp; PARKING

**Bid #****Contact Name/Phone**

JASON 6529

**Requisition #****Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

1200 PROPERTY MAINTENANCE AND USE ORDINANCE

**Agenda Wording**

This ordinance will centralize existing Code Enforcement regulations that apply to the use and maintenance of private property and the built environment into one location in the SMC.

**Summary (Background)**

Existing standards and regulations that Code Enforcement applies are spread throughout the SMC and these sections are subject to frequent change and relocation. Because Code Enforcement prioritizes educational efforts when working with the public and works toward voluntary compliance as a goal for each encounter, this ordinance seeks to make it easier for the public to know and understand the City's expectations on the maintenance of private property.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARCIA, LUIS		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SZAMBELAN, TIMOTHY		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		jruffing@spokanecity.org	
amcdaniel@spokanecity.org		nzollinger@spokanecity.org	
klouden@spokanecity.org			

**ORDINANCE NO. C36701**

An ordinance relating to Property Maintenance and Use Standards; enacting Chapter 10.63; amending Section 16A.05.220; and repealing Chapter 10.64 and 10.66 Sections 10.72.070 and 17F.070.520 of the Spokane Municipal Code.

**WHEREAS**, Code Enforcement conducts inspections, both proactively and in response to complaints, to evaluate private property conditions for compliance with adopted standards and regulations; and

**WHEREAS**, Code Enforcement prioritizes educational efforts when working with the public, and the goal for each encounter is to work towards voluntary compliance; and

**WHEREAS**, the standards and regulations that Code Enforcement applies are spread throughout the Spokane Municipal Code, and these sections are subject to frequent change and relocation; and

**WHEREAS**, the purpose of this ordinance is to centralize existing regulations that apply to the use and maintenance of private property and the built environment; and

**WHEREAS**, by establishing the Property Maintenance and Use Standards chapter of the Spokane Municipal Code, residents have one location to review to find the various expectations that apply to private property maintenance and use.

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

**Section 1.** That there is enacted a new Chapter 10.63 of the Spokane Municipal Code to read as follows:

Chapter 10.63	Property Maintenance and Use Standards
10.63.010	Purpose
10.63.020	Definitions
10.63.030	Litter and Solid Waste on Private Property
10.63.040	Vegetation Maintenance
10.63.050	Junk Vehicles
10.63.051	Junk Vehicle Notice of Violation and Abatement Procedures
10.63.052	Junk Vehicle Appeal Hearing Procedures
10.63.053	Removal and Disposal of Junk Vehicles
10.63.060	Inoperable or Unlicensed Vehicles
10.63.070	Removal of Graffiti on Private Property
10.63.080	Vacant Buildings and Properties
10.63.090	Foreclosure Registration Program
10.63.100	Penalty and Abatement Procedures
10.63.110	Severability

### Section 10.63.010 Purpose

A. The purpose of this chapter is to centralize Property Maintenance and Use Standards into a single chapter, so residents have one location to review to find the various expectations that apply to private property maintenance and use.

B. Under SMC 17F.070.010, every owner and occupant of premises is obligated to maintain the property in a reasonably safe condition and prevent the property from becoming a nuisance.

C. The Code Enforcement Department staff shall utilize the latest edition of the International Code Council's International Property Maintenance Code for reference and guidance in applying private property maintenance standards.

### Section 10.63.020 Definitions

Term	Definition
Abate	Abate means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the City determines is necessary in the interest of the general health, safety, and welfare of the community.
Abatement Order	An appealable order, supported by specific factual findings, issued by the Code Enforcement and Parking Services Department, which directs the owner of a property to take certain specific steps, within a specific period of time, to ensure that the relevant property is in compliance with this chapter.
City	City of Spokane
Code Compliance Officer	A regular or special commissioned officer
Evidence of Foreclosure Status	Any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris;

	statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over doors, windows or other openings in violation of applicable building code; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
Foreclosure	The legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms'-length transaction to satisfy the debt or lien.
Foreclosure Property	<p>A property that is (1) under a current notice of default and/or notice of trustee's sale; (2) the subject of a pending tax assessor's lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture.</p> <p>Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section.</p> <p>For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms'-length transaction to a non-related bona fide purchaser or until</p>

	the foreclosure action has been dismissed and any default has been cured.
Graffiti	Graffiti means the unauthorized writing, painting, drawing, inscription, figure, or mark of any type that has been placed upon property through the use of paint, ink, chalk, dye, markers, objects, adhesive material, or any other substance capable of marking property.
Impound	To take and hold a vehicle in legal custody.
Inoperable Vehicle	A vehicle incapable of operating legally on a public highway, including but not limited to not having a current or valid registration plate.
Junk Vehicle	<p>A vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements:</p> <ul style="list-style-type: none"> <li>• is three years old or older;</li> <li>• is extensively damaged, such damage including but not limited to any of the following: <ul style="list-style-type: none"> <li>i. a broken window or windshield</li> <li>ii. missing wheels, tires, motor or transmission;</li> </ul> </li> <li>• is apparently inoperable; or</li> <li>• has an approximate fair market value equal only to the approximate value of the scrap in it.</li> </ul>
Lender	Any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure
Litter	All waste material, including but not limited to disposable packages or containers,

	thrown, deposited, or accumulated on private property.
Local Agent	An individual property manager, property management company, or similar person or entity, located in Spokane County and responsible for, having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property.
Nuisance or Public Nuisance	Shares the same definition as Nuisance and Public Nuisance in RCW 7.48.120 and 7.48.130
Property Owner	Any individual or group of natural persons, partnership, association, corporation, or other entity having legal or beneficial title in real property, including any borrower. This term includes the term “landowner” as defined in RCW 46.55.230
Responsible Party	Any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, local agent, lender, or lessee of leased property, if the lessee is responsible for property maintenance.
Vacant Buildings or Property	Any building or structure and surrounding grounds that are not occupied and have not been occupied during the preceding one hundred eighty (180) days.
Vehicle	Shares the same definition as the definition of “vehicle” in RCW 46.04.670

### **Section 10.63.030 Litter and Solid Waste on Private Property**

A. In addition to the prohibitions described in RCW 70A.200.060, no owner or occupant may deposit, accumulate, or permit the deposit or accumulation of litter, solid waste, garbage, or debris on private property.

B. No owner or occupant of an abutting property may allow the accumulation of litter on sidewalks or on planting strips, or in any right-of-way areas adjacent to their property.

C. More than one cubic foot of accumulated litter, solid waste, garbage, or debris constitutes a violation of this section.



D. This section shall not prohibit the storage of garbage or rubbish in public or private litter receptacles, in garbage cans, or in securely tied bundles when such storage meets the requirements of the Solid Waste Collection Department.

#### **Section 10.63.040 Vegetation Maintenance**

A. Owners and occupants of a property shall remove or eliminate grasses, weeds, shrubs, bushes, trees, vegetation, and debris on their property and any abutting planting strip or right of way areas that are deemed a nuisance, fire hazard, or danger to public health, safety, or welfare by a code compliance officer or Spokane Fire Department official.

B. All grasses and weeds greater than ten inches in height shall be removed, provided this requirement shall not apply to:

1. Cultivated grasses and managed landscaping, such as fountain grasses;
2. Parks and natural conservation areas;
3. Properties in a designated agricultural zone and use; and
4. Undeveloped vacant parcels over one-half acre provided overgrown vegetation shall be maintained to not obstruct the right of way, and a perimeter mow/cut of at least ten feet shall be in place.

C. Owners and occupants of a property shall prune all trees, plants, shrubs or vegetation, or parts thereof, to provide for the required clearance of sidewalks required by SMC 12.02.0202.

D. Enforcement of this section shall prioritize accumulations of unmaintained vegetation rather than sporadic or aesthetic considerations.

E. The City may cause the removal or destruction of such vegetation and debris by notice of violation and, as appropriate in each case, may issue a civil infraction for the violation. The City or a contractor designated by the City may remove vegetation and debris, which may be billed to the owners of the property or as a utility service to the property pursuant to SMC 08.02.0616.

#### **Section 10.63.050 Junk Vehicles**

A. All junk vehicles placed or situated upon private property within the city are public nuisances except for vehicles:

1. completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or

2. stored or parked lawfully on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130.

B. Failure to remove a junk vehicle as outlined in the notice of violation and abatement or as a result of an appeal to the Hearing Examiner may result in a civil infraction, and/or the removal and disposal of the vehicle at the expense of the owner of the property upon which the vehicle is located. Additional fees may be assessed against the registered owner of the vehicle or the owner of the property upon which the vehicle is located, by the City or its designee, for all costs required to abate the public nuisance.

#### **Section 10.63.051 Junk Vehicle Notice of Violation and Abatement Procedures**

A. A code compliance officer is authorized to issue a notice of violation and abatement notice upon a reasonable belief that a prohibition of this section exists.

B. The notice of violation and abatement shall be issued to the property owner of record as shown on the last equalized assessment roll and the last registered and legal owner of record of such vehicle unless the vehicle's identification numbers are not available to determine ownership.

C. The notice of violation and abatement may be served utilizing personal service or by mailing a copy of the notice to the property owner or legal owner of the vehicle at his or her last known address by certified mail with a five-day return receipt requested. Proof of personal service shall be made by a written declaration under penalty of perjury by the person or persons effecting the service declaring the time and date of service and how service was made.

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

1. The name and address of the person to whom the notice is issued;
2. The location of the subject property by address or other description sufficient for identification of the subject property;
3. A description of the vehicle and its location and the reasons for which the City deems it to be a public nuisance in violation of this chapter;
4. A description of the corrective action necessary to eliminate the violation;
5. The date by which the corrective action must be completed;

6. A statement that if any of the persons to whom the notice of violation and abatement is issued wish to appeal said notice, they may submit an appeal of the notice, pay the appeal fee as required by SMC 8.02.087, and request a hearing before the Hearing Examiner;

7. A statement that if the persons to whom the notice of violation and abatement is issued fail to submit a notice of appeal within ten calendar days of the date of the notice or fail to voluntarily abate the nuisance by the date required, the City or its designee may abate the nuisance by removing and disposing of the junk vehicle and will assess all costs of the abatement against the owner of the property upon which the junk vehicle is located and/or may issue a civil infraction; and

8. A statement that the owner of the property upon which the vehicle is located may provide a written statement before completing the corrective action required by the date outlined in the notice and deny responsibility for the presence of the vehicle on the property, with their reasons for the denial.

#### **Section 10.63.052 Junk Vehicle Appeal Hearing Procedures**

A. The Hearing Examiner will conduct appeal hearings on contested junk vehicle violations and abatement notices within eighteen calendar days after the appeal is filed.

B. The person appealing the notice of violation and abatement may appear in person or present a written statement that explains the grounds for appeal in time for consideration by the Hearing Examiner at the hearing. The person appealing the notice of violation and abatement may be represented by counsel at the hearing, present evidence, request information related to the notice of violation, and call witnesses to testify on their behalf.

C. The City shall have the burden of proof to establish by a preponderance of evidence that a violation has occurred and that the required corrective action is reasonable.

D. The Hearing Examiner shall determine whether the City has established, by a preponderance of the evidence, that a violation has occurred and that the required corrective action is reasonable and shall affirm, modify, or vacate the decisions regarding the alleged violation and/or the required corrective action. The Hearing Examiner may also:

1. upon a determination that multiple parties are responsible for the nuisance, allocate the assessment of costs of administration, removal, and disposal among the responsible parties.

2. upon a determination that the vehicle was placed on the property without the consent of the property owner and that the property owner has not subsequently acquiesced in its presence, may not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the property owner.

E. The order of the Hearing Examiner shall be served upon the person(s) to whom it is directed, either personally or by mailing a copy of the order by certified mail to such person(s) at their last known address.

### **Section 10.63.053 Removal and Disposal of Junk Vehicles**

A. After notice has been given of the City's intent to dispose of the vehicle through the notice of abatement or after an appeal hearing has been held, the vehicle or part thereof shall be removed at the request of a law enforcement officer or limited commission officer and disposed of to a licensed motor vehicle wrecker or hulk hauler with notice to the Washington State Patrol and the Washington State Department of Licensing in accordance with Washington state law.

B. Any registered disposer under a contract with the City for the impounding of vehicles shall comply with any administrative regulations relative to the handling and disposal of vehicles.

C. The impounding of a vehicle shall not preclude charging the violator with any violation of the law on account of which such vehicle was impounded.

D. In addition to, or in lieu of, any other state or local provisions for the recovery of costs, the City may, after removal of a vehicle file for record with the County Auditor to claim a lien for the cost of removal and any and all outstanding fines and collection costs, which shall be in substance in accordance with the provision covering mechanics' liens in chapter 60.04 RCW, and said lien shall be foreclosed in the same manner as such liens.

### **Section 10.63.060 Inoperable or Unlicensed Vehicles**

A. No more than one inoperable or unlicensed vehicle may be stored outdoors on private property.

B. Any inoperable or unlicensed vehicle shall be parked in an all-weather surface, as required by SMC 17C.230.145, and shall not be parked on grass or dirt.

C. This section shall not apply to:

1. licensed commercial automotive repair facilities;
2. licensed automobile dealers; or
3. temporary storage on private property in a permissible off-street parking location to facilitate a pending minor repair.

#### **Section 10.63.070 Removal of Graffiti on Private Property**

A. No person owning or in control of any property may allow the property to be used as a location for graffiti or fail or refuse to remove, cover, or grant permission to City personnel, or City's designee, to remove or cover the graffiti from the property when so directed by a duly authorized City employee or its designee.

B. Failure to remove the graffiti within ten days (absent exigent circumstances, i.e., inclement weather, insurance delays, disability, etc.) after receipt of notification is a civil infraction. Each day of a continuing violation is a separate offense.

C. Notification by deposit in first class mail to the owner shall include the following:

1. The street address and legal description of the property sufficient for identification of the property, or where there is no postal address, a legal description or parcel number.
2. A statement that the property suffers from nuisance activity resulting from graffiti, with a concise description of the conditions leading to the finding.
3. A statement that the graffiti must be removed within ten days after the receipt of the notice and that if the graffiti is not abated within that time the person owning or responsible for the property shall be subject to a civil infraction.
4. Notification shall include any graffiti removal assistance programs that may be available.

D. The City may charge the property owner or the person in possession of the property the cost to the City for the removal or covering of the graffiti when the removal or covering is performed by City personnel or the City's designee. Any owner or other person in possession who fails to comply with the City or the City designee's effort to remove or cover the graffiti violates this section.

G. Nothing in this section shall affect the right of any person to maintain a civil action arising out of graffiti damage to property.

H. Revenue generated to the City pursuant to the civil infractions in this section shall be used to fund graffiti abatement efforts by the Spokane Police Department.

### **Section 10.63.080 Vacant Buildings and Properties**

A. Vacant buildings and properties shall be monitored and maintained to deter unauthorized access and occupancy.

B. The owner or responsible party of vacant buildings and properties shall take all actions necessary to prevent the appearance that the property is abandoned or vacant including but not limited to:

1. maintaining and keeping the property free of conditions including, but not limited to:
  - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
  - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances; and
  - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.
2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and
3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.

C. The code compliance officer may require the responsible party of a property subject to this section to implement additional maintenance or security measures, including securing all doors, windows, or other openings, installing additional security lighting, increasing on-site inspection frequency, employing an on-site security guard, disconnecting utilities, or any other measures as may be reasonably calculated to arrest the decline of the property,

prevent unauthorized entry, or ensure maintenance of the property in accordance with this section.

D. The code compliance officer shall notify the responsible party at least ten (10) days prior to the City taking abatement action in order to allow the responsible party to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

E. The cost of the abatement of any of the conditions outlined in this section shall be charged against the property pursuant to [SMC 08.02.067](#) and shall be lienable pursuant to [SMC 17F.070.500](#) and other applicable sections of the municipal code pursuant to state law.

### **Section 10.63.090 Foreclosure Registration Program**

#### **A. Purpose**

It is the purpose and intent of this section to establish a Foreclosure Property Registration Program to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the city of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible parties of properties that are in the foreclosure process to register those properties with the City as outlined in this section to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

#### **B. Establishment of a Registry**

The Code Enforcement and Parking Services Department shall establish and maintain a Foreclosure Property Registry Program.

#### **C. Registration of Foreclosure Properties.**

1. Any Lender that holds or services a mortgage on real property located in the city of Spokane shall inspect the property upon mortgage default.
2. The code compliance officer can also initiate the registration process.
3. Any Lender or other Responsible Party of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Code Enforcement and Parking Services Department within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the

requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.

4. The content of the registration shall include:
  - a. Proof of ownership, or financial interest, such as a lien or loan,
  - b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party, and twenty-four hour contact phone number of the Local Agent of the respective entity; and
  - c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.
5. The Lender, Owner, or Responsible Party shall notify the Code Enforcement and Parking Services Department within ten (10) days of the date of any change in the information contained in the registration.
6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Code Enforcement and Parking Services Department. A separate registration is required for each property.
7. All property registrations are valid for one year from the date of entry of registration as recorded by Code Enforcement and Parking Services Department. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

D. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions, including but not limited to:
  - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
  - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small



appliances; and

- c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.
2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and
3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.
4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

E. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties, including but not limited to periodic site visitation, which will not exceed the City's rights of access, as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.
2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for

purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or nuisance condition under SMC Title 10 to issue a trespass order against any unauthorized individual from the Foreclosure Property.

2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days before the City takes abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.
3. The cost of the abatement of any of the illustrative conditions contained above shall be charged against the Foreclosure Property pursuant to [SMC 08.02.067](#) and shall be lienable pursuant to [SMC 17F.070.500](#) and other applicable sections of the municipal code pursuant to state law.

G. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address, and 24-hour contact information of a Local Agent who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard, or unfit conditions found on the property.

H. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in [SMC 08.02.0675](#).

I. Policies and Procedures

The Code Enforcement and Parking Services Department shall develop procedures to implement this section that are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law.

J. Violation

1. Any person, firm, or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a civil infraction. Each day in which a Foreclosure Property, which is subject to this section, is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under SMC Title 10 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions

in the municipal code or state law.

3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a civil infraction.

K. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity that is under common ownership with the Lender, as determined in the sole discretion of the Code Enforcement and Parking Services Department, is not an arms' arm's-length transaction.

L. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

**Section 10.63.100 Penalty and Abatement Procedures**

A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations of this chapter before issuing civil infractions or escalating penalties.

B. A property owner or occupant may request a Certificate of Correction from the Code Enforcement and Parking Services Department and may request dismissal of the infraction (SMC 01.05.140). Should that correction be accomplished after more than one offense has been issued, the Certificate of Correction will only apply to the most recent infraction.

C. Code Enforcement and Parking Services Department may develop and implement policies, procedures, and programs to abate violations in accordance with existing local and state law.

### **Section 10.63.110 Severability**

If any section, subsection, sentence, clause, phrase or word of this chapter 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 chapter.

**Section 3.** That Chapter 10.66 (Junk Vehicle Abatement) of the Spokane Municipal Code is repealed.

**Section 4.** That Section 10.72.070 (Littering Prohibited – Penalties – Litter Cleanup Restitution Payment) of the Spokane Municipal Code is repealed.

**Section 5.** That Section 16A.05.220 (Junk Vehicle Abatement) of the Spokane Municipal Code is amended to read as follows:

### **Section 16A.05.220 Junk Vehicle**

No person shall park a junk vehicle, as defined in ((SMC 10.66.010)) SMC 10.63.050, upon any public right-of-way.

**Section 6.** That Section 17F.070.520 (Foreclosure Registration Program) of the Spokane Municipal Code is repealed.

PASSED by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36702

**Cross Ref #****Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

CIVIL INFRACTION ORDINANCE

**Agenda Wording**

An ordinance to simplify the City's civil infraction system by establishing a single infraction class.

**Summary (Background)**

This will improve Code Enforcement and Municipal Court administration and disposition of civil infractions. This ordinance also consolidates multiple penalty schedules into a single penalty schedule and provides reference links to the pertinent regulation chapters.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	SCOTT, ALEXANDER		
<b><u>Division Director</u></b>	GBYRD		
<b><u>Accounting Manager</u></b>	GBYRD		
<b><u>Legal</u></b>	GBYRD		
<b><u>For the Mayor</u></b>	GBYRD		
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	



## ORDINANCE NO. C36702

An ordinance simplifying the civil infraction system by creating a single infraction class; amending Titles 1, 4, 8, 10, 12, 13, 15 16A, 17C, 17D and 18 of the Spokane Municipal Code; repealing Sections 01.05.150, 01.05.160, 01.05.170, 01.05.180, 01.05.190, 01.05.200, 01.05.210; and adopting a new Section 01.05.151 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council, as the legislative body for the City of Spokane, establishes crimes and penalties of general applicability, which provisions are located throughout the Spokane Municipal Code; and

WHEREAS, the current penalty provisions for crimes and infractions difficult to locate within the Spokane Municipal Code; and

WHEREAS, the City Council finds it is appropriate to consolidate and simplify the provisions relating to penalties for infractions;

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

**Section 1.** That Section 01.02.950 of the Spokane Municipal Code is amended to read as follows:

### **Section 01.02.950 General Penalty**

- A. Under the constitution and laws of Washington, the charter, and general ordinances, the City has and hereby asserts the right to enforce the provisions of this code by all appropriate means, including actions and suits in the superior court and municipal court, and administrative proceedings for revocation of license or permit, for collection of penalty or recovery of costs of enforcement, for summary abatement of nuisance, and otherwise.
- B. Each of the following persons is liable for any penalty provided herein:
  - 1. A person doing an act which this code provides a person may not do.
  - 2. A person omitting to do an act which this code provides a person is required to do.
  - 3. A person committing an act or omission which this code provides to be unlawful; or
  - 4. A person otherwise violating this code.

~~((The principles of liability set forth in [SMC 10.01.050](#), [SMC 10.01.070](#), and [SMC 10.01.080](#) for persons legally responsible for the conduct of another, for owners of property in the custody of others and for principals and agents apply equally in cases of civil and criminal liability.))~~

C. The maximum civil penalty and default amount, not including statutory assessments, for a violation of this code, unless otherwise provided by state law ~~((, are~~

~~1. Class 1 civil infraction: Two hundred sixty-one dollars.~~

~~2. Class 2 civil infraction: One hundred thirty-one dollars.~~

~~3. Class 3 civil infraction: Fifty-six dollars.~~

~~4. Class 4 civil infraction: Thirty-one dollars.))~~ is \$250.

D. Whenever a monetary penalty is imposed by a court under [chapter 1.05 SMC](#), it is immediately payable. If the person is unable to pay at that time, the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the prosecuting authority of the failure to pay.

E. The court may also order a person found to have committed a civil infraction to make restitution.

F. The maximum criminal penalty for a violation of this code is a fine not to exceed five thousand dollars, imprisonment of not more than three hundred sixty-four days, or both fine and imprisonment.

G. The penalties for violations of [Title 16A SMC](#), both infractions and criminal offenses, are as fixed by statute, court rule, or [chapter 8.02 SMC](#).

H. The penalties for violations of the City penal code, Title 10 SMC, ~~((Division I, chapter 10.01 SMC through chapter 10.20 SMC))~~ Division III and IV, are as set forth in each section, or as provided ~~((in the statutory counterpart, or as otherwise provided))~~ in state law.

I. Unless otherwise provided, a violation of this code, except for a failure to pay a bill or other charge, is a misdemeanor.

**Section 2.** That Section 01.05.010 of the Spokane Municipal Code is amended to read as follows:

## Section 01.05.010 Preamble

- A. The State of Washington came to recognize by 1987 that traditional criminal prosecution is inappropriate and ineffective in dealing with various offenses and has authorized and, in some cases, directed cities and towns to impose civil fines to dispose of minor offenses.
- B. The penal code, Division ~~((I))~~ III and IV of Title 10 SMC, and the motor vehicle code, [Title 16A SMC](#), have counterparts in state law and must be treated as criminal offenses or civil infractions according to state law. Most of the remainder of the Spokane Municipal Code can be enforced by criminal, civil, or administrative proceedings, or a combination thereof, as the city council sees fit.
- C. Either as a matter of constitutional due process of law or as a matter of policy, some opportunity to be heard ought to precede or accompany the imposition of a penalty by public officers. Chapter ~~((4.04))~~ 08.01 SMC contains procedures for the licensure, ~~((and the))~~ suspension, or revocation of licenses ~~((;))~~ of regulated activities. [Title 8 SMC](#) contains procedures for the imposition of fees, charges, and taxes for the determination and settlement of disputes and for the collection of penalties. [Chapter 17G.010 SMC](#) and ~~((chapter))~~ [Chapter 17G.060 SMC](#) contain administrative procedures involved in applying the code relating to the construction, development, and use of land. [Title 12 SMC](#) contains procedures for controlling private use of public property, regulating the obstruction, and providing for the maintenance of streets and other rights-of-way. [Title 13 SMC](#) provides administrative procedures for control of the public utilities so as to protect public health and preserve the fiscal integrity of the utility systems. It is not the purpose of this chapter to replace or supplant existing administrative procedures. Rather, this chapter provides an alternative process for the determination of municipal ordinance violations and provides, in lieu of prosecution for a misdemeanor, a method to enforce the determinations made through the existing administrative procedures.
- D. The City of Spokane finds that many of the violations which have led to prosecutions involve some use of property which jeopardizes public health or safety, restricts the free flow of commerce, diminishes the value of other property, or is otherwise a public nuisance. In such cases, the object of the code enforcement activities is to bring the violation into compliance. Insofar as criminal prosecution is not always effective to achieve correction of the unlawful condition, this chapter is enacted to provide a simpler, speedier, and less expensive way to enforce the ordinances of the City of Spokane.

**Section 3.** That Section 01.05.150 of the Spokane Municipal Code is repealed.

**Section 4.** That there is adopted a new Section 01.05.151 of the Spokane Municipal Code to read as follows:

**Section 01.05.151 Civil Infraction Penalty Schedule**

- A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations referenced in this chapter before issuing civil infractions or escalating penalties.
- B. Unless designated otherwise by local or state law, violations of the following Spokane Municipal Code chapters and sections are civil infractions subject to the monetary penalties and restitution prescribed by state law. Each and every such violation shall be a separate and distinct offense. In case of a continuing violation, every day's continuance shall be a separate and distinct violation.

<b>Reference</b>	<b>Spokane Municipal Code Chapter</b>
<b><u>SMC Title 1</u></b>	<b><u>General Provisions</u></b>
<a href="#"><u>SMC 01.07</u></a>	Spokane Fair Elections Code
<b><u>SMC Title 4</u></b>	<b><u>Administrative Agencies and Procedures</u></b>
<a href="#"><u>SMC 04.02</u></a>	Special Administrative Procedures – Billing and Collection of Claims
<b><u>SMC Title 8</u></b>	<b><u>Taxation and Revenue</u></b>
<a href="#"><u>SMC 08.01</u></a>	Business Registrations
<a href="#"><u>SMC 08.02</u></a>	Fees and Charges
<a href="#"><u>SMC 08.03</u></a>	Admissions Tax
<a href="#"><u>SMC 08.10</u></a>	Utilities, Franchise Taxes
<b><u>SMC Title 9</u></b>	<b><u>Employment Standards</u></b>
<a href="#"><u>SMC 09.02</u></a>	Fair Chance Hiring
<b><u>SMC Title 10</u></b>	<b><u>Regulation of Activities</u></b>
<a href="#"><u>SMC 10.23A</u></a>	Amusement Facilities
<a href="#"><u>SMC 10.25</u></a>	Commercial Tree Work
<a href="#"><u>SMC 10.26</u></a>	Building Moving and Relocation
<a href="#"><u>SMC 10.27A</u></a>	Cable Communications Code
<a href="#"><u>SMC 10.28</u></a>	Sidewalk Cafes
<a href="#"><u>SMC 10.29</u></a>	Contractors and Workers
<a href="#"><u>SMC 10.33A</u></a>	Fireworks Code
<a href="#"><u>SMC 10.34A</u></a>	For-Hire Transportation
<a href="#"><u>SMC 10.36</u></a>	Gas Transmission and Distribution
<a href="#"><u>SMC 10.39</u></a>	Special Events
<a href="#"><u>SMC 10.40</u></a>	Itinerant Vendors
<a href="#"><u>SMC 10.41A</u></a>	Special Police Officers
<a href="#"><u>SMC 10.43</u></a>	Telephone and Telegraph Construction
<a href="#"><u>SMC 10.45</u></a>	Used Goods
<a href="#"><u>SMC 10.48</u></a>	False Alarms
<a href="#"><u>SMC 10.51</u></a>	Mobile Food Vendors
<a href="#"><u>SMC 10.515</u></a>	Fair Meal Delivery Requirements
<a href="#"><u>SMC 10.52</u></a>	Short Term Rentals

<a href="#">SMC 10.56</a>	Reality-Based Police Shows
<a href="#">SMC 10.60.070</a>	Interference with Health Care Facilities or Providers
<a href="#">SMC 10.60.080</a>	Graffiti Offenses
<a href="#">SMC 10.63</a>	Property Maintenance and Use Standards
<a href="#">SMC 10.68</a>	Chronic Nuisance Properties
<a href="#">SMC 10.70</a>	Noise Control
<a href="#">SMC 10.74</a>	Offenses Involving Animals
<a href="#">SMC 10.81</a>	Community Health Impact Areas
<b><u>SMC Title 12</u></b>	<b><u>Public Ways and Property</u></b>
<a href="#">SMC 12.01</a>	Improvement, Maintenance of Public Ways
<a href="#">SMC 12.02</a>	Obstruction, Encroachment of Public Ways
<a href="#">SMC 12.06A</a>	Park Code
<b><u>SMC Title 13</u></b>	<b><u>Public Utilities and Services</u></b>
<a href="#">SMC 13.02</a>	Solid Waste
<a href="#">SMC 13.03</a>	Sewers
<a href="#">SMC 13.03A</a>	Pretreatment
<a href="#">SMC 13.04</a>	Water
<a href="#">SMC 13.05</a>	Interference with Utilities
<b><u>SMC Title 15</u></b>	<b><u>Environmental Stewardship</u></b>
<a href="#">SMC 15.01</a>	Commute Trip Reduction
<a href="#">SMC 15.04</a>	Smoking in Public Places
<a href="#">SMC 15.06</a>	Preservation of Salvageable Materials
<b><u>SMC Title 16A</u></b>	<b><u>Transportation</u></b>
<a href="#">SMC 16A.05</a>	Stopping, Standing, Parking, and Loading Regulations
<a href="#">SMC 16A.60</a>	Rules of the River
<a href="#">SMC 16A.63</a>	Golf Cart and Alternative Vehicle Zones
<a href="#">SMC 16A.65</a>	Use of City-Authorized Utility Vehicles on Public Property
<b><u>SMC Title 17C</u></b>	<b><u>Land Use Standards</u></b>
<a href="#">SMC 17C.111</a>	Residential Zones
<a href="#">SMC 17C.120</a>	Commercial Zones
<a href="#">SMC 17C.122</a>	Center and Corridor Zones
<a href="#">SMC 17C.124</a>	Downtown Zones
<a href="#">SMC 17C.130</a>	Industrial Zones
<a href="#">SMC 17C.160</a>	North River Overlay District
<a href="#">SMC 17C.170</a>	Special Height Overlay Districts
<a href="#">SMC 17C.180</a>	Airfield Overlay Zones
<a href="#">SMC 17C.200</a>	Landscaping and Screening
<a href="#">SMC 17C.210</a>	Nonconforming Situations
<a href="#">SMC 17C.220</a>	Off-site Impacts
<a href="#">SMC 17C.230</a>	Parking and Loading
<a href="#">SMC 17C.240</a>	Signs
<a href="#">SMC 17C.300</a>	Accessory Dwelling Units
<a href="#">SMC 17C.305</a>	Adult Business
<a href="#">SMC 17C.310</a>	Animal Keeping
<a href="#">SMC 17C.315</a>	Bed and Breakfast

<a href="#">SMC 17C.316</a>	Short Term Rentals
<a href="#">SMC 17C.319</a>	Commercial Vehicle Use and Recreational Camping
<a href="#">SMC 17C.320</a>	Conditional Uses
<a href="#">SMC 17C.325</a>	Drive-through Facilities
<a href="#">SMC 17C.330</a>	Group Living
<a href="#">SMC 17C.335</a>	Historic Structures – Change of Use
<a href="#">SMC 17C.340</a>	Home Occupations
<a href="#">SMC 17C.345</a>	Manufactured Homes and Mobile Home Parks
<a href="#">SMC 17C.350</a>	Mini-storage Facilities
<a href="#">SMC 17C.355A</a>	Wireless Communication Facilities
<a href="#">SMC 17C.360</a>	Special Use Temporary Permit
<a href="#">SMC 17C.390</a>	Mobile Food Vending
<b><u>SMC Title 17D</u></b>	<b><u>City-wide Standards</u></b>
<a href="#">SMC 17D.060</a>	Stormwater Facilities
<a href="#">SMC 17D.100</a>	Historic Preservation
<b><u>SMC Title 17E</u></b>	<b><u>Environmental Standards</u></b>
<a href="#">SMC 17E.010</a>	Critical Aquifer Recharge Areas – Aquifer Protection
<a href="#">SMC 17E.020</a>	Fish and Wildlife Conservation Areas
<a href="#">SMC 17E.040</a>	Spokane Geologically Hazardous Areas
<a href="#">SMC 17E.060</a>	Shoreline Regulations
<a href="#">SMC 17E.070</a>	Wetlands Protection
<b><u>SMC Title 17F</u></b>	<b><u>Construction Standards</u></b>
<a href="#">SMC 17F.030</a>	Boiler and Pressure Vessel Code
<a href="#">SMC 17F.040</a>	Building Code
<a href="#">SMC 17F.050</a>	Electrical Code
<a href="#">SMC 17F.060</a>	Elevator Code
<a href="#">SMC 17F.070</a>	Existing Building and Conservation Code
<a href="#">SMC 17F.080</a>	Fire Code
<a href="#">IFC</a>	International Fire Code
<a href="#">SMC 17F.090</a>	Mechanical Code
<a href="#">SMC 17F.100</a>	Plumbing Code
<a href="#">SMC 17F.110</a>	International Wildland-Urban Interface Code
<b><u>SMC Title 17G</u></b>	<b><u>Administration and Procedures</u></b>
<a href="#">SMC 17G.010</a>	Building and Construction Permits
<a href="#">SMC 17G.050</a>	Hearing Examiner
<b><u>SMC Title 18</u></b>	<b><u>Human Rights</u></b>
<a href="#">SMC 18.01</a>	Law Against Discrimination
<a href="#">SMC 18.02</a>	Nondiscrimination in Employment Practices
<a href="#">SMC 18.03</a>	Nondiscrimination in Housing Practices
<a href="#">SMC 18.06</a>	Protections for Persons with Disabilities
<a href="#">SMC 18.09</a>	Nuclear Weapons Free Zone

C. If a violator is found to be a repeat offender, the violator will be subject to a penalty of \$2,500 per violation in addition to the value of the underlying violation if the violation

occurred on property whose permitted or primary use is residential as defined in SMC 17C.190.

D. If a violator is found to be a repeat offender, the violator will be subject to a penalty of \$5,000 per violation in addition to the value of the underlying violation if the violation occurred on property whose permitted or primary use is commercial, industrial, institutional, or other use as defined in SMC 17C.190.

E. A repeat offender is defined as an owner and/or occupant of a private property who has one or more committed finding(s) for violation of the regulations set forth or referenced in this chapter, at the same site or on a different tax parcel under the same ownership or occupancy, two times within 12 months from the date of the current violation.

**Section 5.** That Section 01.05.160 of the Spokane Municipal Code is repealed.

**Section 6.** That Section 01.05.170 of the Spokane Municipal Code is repealed.

**Section 7.** That Section 01.05.180 of the Spokane Municipal Code is repealed.

**Section 8.** That Section 01.05.190 of the Spokane Municipal Code is repealed.

**Section 9.** That Section 01.05.200 of the Spokane Municipal Code is repealed.

**Section 10.** That Section 01.05.210 of the Spokane Municipal Code is repealed.

**Section 11.** That Section 01.07.110 of the Spokane Municipal Code is amended to read as follows:

#### **Section 01.07.110 Enforcement**

A. Unless otherwise specified herein, violation of the requirements of this chapter is a ~~((class 4))~~ civil infraction.

1. Each day in which a person remains in violation of SMC 01.07.030, 01.07.040, 01.07.060, 01.07.080, or 01.07.090 constitutes a separate ~~((class 4))~~ civil infraction.

2. Each communication made in violation of SMC 01.07.070 constitutes a separate ~~((class 4))~~ civil infraction. For purposes of this section, “communication” means the sending of a single piece of direct mail or the actual airing of a single radio, television, or digital video advertisement.

B. If the Agency determines, pursuant to ~~((SMC 01.07.100(C)))~~, that a violation of this chapter has occurred or is occurring, the Agency shall refer the matter to the City Attorney’s or City Prosecutor’s office for the filing of a civil infraction(s) pursuant to chapter 01.05, SMC. In any action brought to enforce this chapter, the court may

order the return of any contributions received in violation of this chapter, and the city may recover all costs of investigation, in addition to any other remedies allowed by law.

- C. When referring an enforcement action to the City Attorneys' office or City Prosecutor's office, the Agency shall also notify the person subject to the ~~((NOV))~~ Notice of Violation that they are ineligible to receive contributions until such person comes into compliance with this chapter or until the matter is determined by the Municipal Court, whichever occurs first.

**Section 12.** That Section 04.02.160 of the Spokane Municipal Code is amended to read as follows:

#### **Section 04.02.160 Obligations of Landlords and Sellers**

- A. Property owners derive substantial benefit and value to their property from service from the three municipal utilities being furnished or available to their premises at the lowest cost, even where an owner is not the direct customer. As a condition of continued enjoyment of such benefits, property owners must accept joint and several responsibility for full payment of municipal utility charges to their premises during their time of ownership as well as any additional periods allowed by municipal utility lien rights or as otherwise provided by contract or at law.
- B. A person selling or letting any premises subject to delinquency for municipal utility services shall provide the purchaser or renter, at or before the sale or rental, with a copy of the most recent City utilities bill. A person failing to make such disclosure commits a ~~((class-3))~~ civil infraction.
- C. Property owners and landlords are required to make provision for the payment of charges regularly listed upon the City utilities bill before transferring ownership or occupancy. Failure to make provisions for payment for utility services at a premises tends to create unhealthful and unsanitary conditions and is a public nuisance. A property owner or landlord failing to make provision for payment of a utility bill prior to transferring ownership or occupancy commits a ~~((class-4))~~ civil infraction. A thirty-day warning notice, including notice of a right to a hearing on any disputed amounts, shall be given prior to further enforcement action where a prior utility bill has not been regularly furnished to a property owner or landlord.
- D. The City utility billings office may seek recovery of all combined utility bill charges in any court of competent jurisdiction against a customer or other responsible party for unpaid charges, including any special charges imposed under [SMC 4.02.120](#), plus any other recoverable costs or fees. As used herein, "other responsible person" includes the landlord or property owner. Said term additionally may include any tenant or occupant, where such person received the benefit of municipal utility services or otherwise regularly paid or made arrangements to pay municipal utility



bills during the period of tenancy or occupancy. (See [SMC 13.01.0312](#))

- E. The director does not terminate water service to a new tenant not otherwise responsible for the bill, so long as the account remains current for payment of services thereafter.

**Section 13.** That Section 08.02.0226 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.0226 Registered Servicers/Designers/Central Reporting Agencies**

- A. The annual fee for registered servicers, including central reporting agencies, is seventy-five dollars.
- B. The fee for registered fire alarm designers is seventy-five dollars. Registration shall be effective for five years from the first of January of the year in which the designer is registered.
- C. Inspection and service work performed by a non-registered servicer is not valid, and the service technician or service company is subject to a ~~((Class 1 Civil Infraction))~~ civil infraction.

**Section 14.** That Section 08.02.034 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.034 Fire Code**

- A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

- 1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred ~~((twenty-eight))~~ twenty-eight dollars (\$728).
- 2. Installation of ~~((above-ground))~~ above-ground storage tank, per tank:
  - a. More than sixty but less than five hundred gallons: two hundred seventy-six dollars (\$276).
  - b. Five hundred gallons or more: four hundred fifty dollars (\$450).

3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars (\$210).
4. Placement of tank temporarily out of service: two hundred ten dollars (\$210).
5. Alteration or repair of a tank: two hundred seventy-six dollars (\$276).

**B. Installation of Fire Protection/Detection Equipment.**

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

<b>BID AMOUNT</b>	<b>PERMIT FEE</b>	<b>PLAN CHECK FEE</b>
<b>(Valuation)</b>		
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows: Permit Fee: Valuation multiplied by 0.0165 Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a ((Glass-4)) civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent (80%) of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars (\$105).

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

- C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a

((~~fire department registered~~)) Fire Department-registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars (\$38) for:
  - a. sprinkler systems,
  - b. standpipe systems,
  - c. alarm systems,
  - d. rangehood systems,
  - e. inert gas extinguishing systems,
  - f. spray booths, and
2. Nineteen dollars (\$19) for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars (\$105) per hour, with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
<b>A</b>		
	<b>0 – 1,500</b>	<b>\$44</b>
<b>B</b>	<b>1,501 – 3,000</b>	
<b>C</b>	<b>3,001 – 5,000</b>	
<b>D</b>	<b>5,001 – 7,500</b>	
<b>E</b>	<b>7,501 – 10,000</b>	
<b>F</b>	<b>10,001 – 12,500</b>	

<b>G</b>	<b>12,501 – 15,000</b>	<b>\$202</b>
<b>H</b>	<b>15,001 – 17,500</b>	
<b>I</b>	<b>17,501 – 20,000</b>	
<b>J</b>	<b>20,001 – 30,000</b>	
<b>K</b>	<b>30,001 – 40,000</b>	<b>\$355</b>
<b>L</b>	<b>40,001 – 50,000</b>	
<b>M</b>	<b>50,001 – 60,000</b>	
<b>N</b>	<b>60,001 – 70,000</b>	
<b>O</b>	<b>70,001 – 100,000</b>	
<b>P</b>	<b>100,001 – 150,000</b>	<b>\$512</b>
<b>Q</b>	<b>150,001 – 200,000</b>	
<b>R</b>	<b>Over 200,000</b>	

**E. Reinspections.**

The fee for conducting reinspections is one hundred five dollars (\$105) per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the ((fire department)) Spokane Fire Department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible, and a return visit is required.

**F.** Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to

additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

#### G. Solar Photovoltaics

Solar photovoltaic permits shall be assessed at 20% of the valuation set forth in SMC 08.02.034.B above.

**Section 12.** That Section 09.02.070 of the Spokane Municipal Code is amended to read as follows:

#### **Section 09.02.070 Penalty**

Violation of this chapter is a ((class 4)) civil infraction.

**Section 15.** That Section 10.28.025 of the Spokane Municipal Code is amended to read as follows:

#### **Section 10.28.025 Violation**

- A. If a person engages in activities defined in [SMC 10.28.010](#) and [SMC 8.02.0220](#) without a current sidewalk cafe permit issued by the ((city engineer)) City Engineer, they are subject to a penalty.
- B. A violation of this chapter is a ((class 4)) civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Sidewalk cafe permit holders must comply with all state and local laws.

**Section 16.** That Section 10.34A.220 of the Spokane Municipal Code is amended to read as follows:

#### **Section 10.34A.220 Violations**

- A. A violation of this chapter is a ((Class 4)) civil infraction. A fourth or subsequent violation of SMC 10.34A.220(C)(12) is a misdemeanor.
- B. It is a violation of this chapter for any for-hire operator to:
  - 1. fail to keep records, trip sheets, vehicle maintenance records, dispatch records, and accident reports for each affiliated for-hire vehicle as required by this chapter;

2. fail to require any affiliated for-hire driver to provide proof of licensure as required by this chapter prior to providing for-hire transportation services in affiliation with the for-hire operator;
3. fail to maintain the operational policies required by this chapter;
4. fail to require affiliated for-hire drivers to limit work shifts to no more than twelve (12) consecutive driving hours with a break of at least six (6) hours between shifts. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours.
5. fail to maintain contact information provided in the application process as required by SMC 10.34A.090 and 10.34A.100; or
6. engage in any unfair or deceptive acts or practices, or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement.

C. It is a violation of this chapter for any for-hire driver to:

1. commit more than three (3) traffic infractions in any twelve-month period;
2. commit reckless driving, hit and run, or driving or being in physical control of a vehicle while under the influence of alcohol or controlled substances;
3. allow a person to alight from a vehicle while it is in motion or discharge a passenger at any place other than the curb or pavement edge;
4. knowingly allow a passenger to consume alcohol or controlled substances while in the vehicle;
5. transport a passenger to a destination by a route that is not the safest and most direct, unless the passenger specifically authorizes such an alternate or indirect route;
6. pick up any additional passengers without the express consent of the original passenger;
7. violate the non-discrimination provisions of this chapter;
8. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;

9. fail to report any accident involving a for-hire vehicle while in service as a for-hire vehicle to the police and the licensing officer;
  10. fail to provide licensing documentation on request by a police officer or the licensing officer;
  11. use tobacco products inside a for-hire vehicle or to allow a passenger to use tobacco products inside a for-hire vehicle;
  12. drive a for-hire vehicle without a for-hire driver license;
  13. consume alcohol within six (6) hours prior to driving a for-hire vehicle, or while driving a for-hire vehicle, or to be under the influence of alcohol or any prescription medication that would impair the driver, or to use or be under the influence of any illegal substance/drugs;
  14. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours; or
  15. fail to display the for-hire driver license in a manner that is visible to the passenger.
- D. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for a taxi driver to:
1. activate a taximeter when the vehicle is not engaged or fail to activate the taximeter at the beginning of each trip, unless the trip is made under contract; or
  2. activate equipment indicating the vehicle is engaged when it is not, or fail to activate such equipment when the vehicle is engaged.
- E. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for any TNC driver to:
1. seek or accept street hails; or
  2. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;



**Section 17.** That Section 10.39.055 of the Spokane Municipal Code is amended to read as follows:

**Section 10.39.055 Violation**

- A. If a person engages in activities defined in [SMC 10.39.010](#) without a current special event permit issued by the ~~((issuing authority))~~ City they are subject to a penalty.
- B. A violation of this chapter is a ~~((class 1))~~ civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

**Section 18.** That Section 10.40.025 of the Spokane Municipal Code is amended to read as follows:

**Section 10.40.025 Violation**

- A. If a person engages in activities defined in [SMC 10.40.010](#) without a current itinerant vendor permit issued by the City of Spokane Taxes and Licensing Office, they are subject to a penalty.
- B. A violation of this chapter is a ~~((class 1))~~ civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Itinerant vendors must comply with all state and local laws.

**Section 19.** That Section 10.45.070 of the Spokane Municipal Code is amended to read as follows:

**Section 10.45.070 Prohibited Acts: Penalty**

- A. It is a violation of this chapter to conduct four (4) or more yard sales as defined in this chapter in a calendar year or to conduct a yard sale at a single location for longer than three (3) days.
- B. A ~~((first))~~ violation of this section is a ~~((class 3))~~ civil infraction. ~~((A second violation, and each subsequent violation thereafter, is a class 2 civil infraction.))~~

**Section 20.** That Section 10.51.130 of the Spokane Municipal Code is amended to read as follows:

**Section 10.51.130 Violation**

- A. This chapter is subject to the administrative provisions of chapter 08.01 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane ((hearing examiner)) Hearing Examiner.
- B. Mobile food vendors must comply with all state and local laws.
- C. A violation of this chapter is a ((class-1)) civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

**Section 21.** That Section 10.515.060 of the Spokane Municipal Code is amended to read as follows:

**Section 10.515.060 Violation and penalty**

- A. It is a violation of this chapter to fail to comply with any provision of this chapter.
- B. This chapter is subject to the administrative provisions of chapter 08.01 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane ((hearing examiner)) Hearing Examiner.
- C. Violation of this chapter by any business is a ((Class 1 Civil Infraction)) civil infraction and subject to the penalties set forth in chapter 1.05 SMC.
- D. Each day of a continuing violation is a separate offense.

**Section 22.** That Section 10.52.030 of the Spokane Municipal Code is amended to read as follows:

**Section 10.52.030 Violation**

- A. This chapter is subject to the administrative provisions of chapter 08.01. In the event of an appeal, the hearing officer shall be the City of Spokane ((hearing examiner)) Hearing Examiner.
- B. Short-term rental owners and operators must comply with all state and local laws.
- C. A violation of this chapter is a ((class-2)) civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

**Section 23.** That Section 10.56.070 of the Spokane Municipal Code is amended to read as follows:

**Section 10.56.070 Penalties**

- A. Any violation of this chapter is a ((class-1)) civil infraction.
- B. Each broadcast or download of footage that includes persons who have not executed a valid consent is a separate violation subject to a separate penalty.
- C. Nothing in this law pre-empts or otherwise waives any additional claims for damage for invasion of privacy or other violations of civil or statutory law.

**Section 24.** That Section 10.60.070 of the Spokane Municipal Code is amended to read as follows:

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

A. Definitions.

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

1. "Aggrieved" means:
  - a. A person, physically present at the health care facility when the prohibited actions occur, whose access is or is about to be obstructed or impeded;
  - b. A person, physically present at the health care facility when the prohibited actions occur, whose care is or is about to be disrupted;
  - c. The health care facility, its employees, or agents;
  - d. The owner of the health care facility or the building or property upon which the health care facility is located.
2. "Building" means any structure having a roof or a partial roof supported by columns or walls that is used or intended to be used for shelter or enclosure of persons or objects, regardless of the materials of which it is constructed.
3. "Health care facility" means a facility that provides health care services directly to patients, including but not limited to, a hospital, clinic, health care provider's office, health maintenance organization, diagnostic or treatment center, neuropsychiatric or mental health facility, hospice, or nursing home.

4. "Health care provider" has the same meaning as defined in RCW 7.70.020 (1) and (2), and also means an officer, director, employee, or agent of a health care facility who sues or testifies regarding matters within the scope of his or her employment.
5. "Health service" means any medical, surgical, laboratory, testing or counseling service relating to the human body.
6. "Physical obstruction" means rendering impassable ingress to or egress from a building or rendering passage to or from a building unreasonably difficult or hazardous.

#### B. Prohibition.

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

1. Physically obstructing or impeding the free passage of a person seeking to enter or depart from the facility or from the common areas of the real property upon which the facility is located;
2. After having been ordered by a law enforcement officer to cease, making noise that can be heard within a building housing a health care facility and which is intended to cause, or actually causes either:
  - a. Jeopardy to the health of persons receiving health services within the building; or
  - b. interference with the safe and effective delivery of health services within the building.
3. Trespassing on the facility or the common areas of the real property upon which the facility is located.
4. Telephoning the facility repeatedly, or knowingly permitting any telephone under his or her control to be used for such purpose; or
5. Threatening to inflict injury on the owners, agents, patients, employees, or property of the facility or knowingly permitting any telephone under his or her control to be used for such purpose.

C. A first violation of SMC 10.60.070 (C) is a (~~class 4~~) civil infraction. A second violation of SMC 10.60.070 (C) within one calendar year of the first violation is a

gross misdemeanor punishable as follows.

1. For a first conviction, a fine of not less than five hundred (\$500) dollars and a jail term of not less than twenty-four (24) consecutive hours;
2. For a second conviction, a fine of not less than seven hundred (\$700) dollars and a jail term of not less than seven (7) consecutive days; and
3. For a third or subsequent conviction, a fine of not less than one thousand dollars (\$1,000) and a jail term of not less than thirty (30) consecutive days.

D. Nothing in this section shall prohibit either lawful picketing or other publicity for the purpose of providing the public with information.

E. Protection of Health Care Patients and Providers.

A court having jurisdiction over a criminal proceeding under this section shall take all steps reasonably necessary to safeguard the individual privacy and prevent harassment of a health care patient or health care provider who is a party or witness in a proceeding, including granting protective orders and orders in limine.

F. Private right of action. Each person or class of persons aggrieved by a violation of this section by any other person may bring an action against the person(s) violating this section in the Spokane County Superior Court. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.

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

**Section 25.** That Section 10.60.080 of the Spokane Municipal Code is amended to read as follows:

#### **Section 10.60.080 Graffiti Offenses**

A. Definitions

1. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City department director

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

2. "Graffiti" shall mean the unauthorized writing, painting, drawing, inscription, figure, or mark of any type that has been placed upon any property through the use of paint, ink, chalk, dye, markers, objects, adhesive material, or any other substance capable of marking property.
3. "Graffiti tools" shall mean any tool, instrument, article, substance, solution, or other compound designed or commonly used to etch, paint, cover, draw upon, gouge, or otherwise place a mark upon a piece of property, including paint contained in pressurized containers (spray paint), broad-tipped markers, etching compound, or other spray devices or mechanisms used to propel liquid which contains ink, paint, dye, or other similar substances which can be expelled under pressure, either through the use of aerosol devices, pumps, or similar propulsion devices, and is capable of marking property.
4. "Nuisance activity" is defined in SMC 10.68.020(H).
5. "Owner" shall mean any entity or entities having a legal or equitable interest in real or personal property, including but not limited to ((~~the~~)) the interest of a tenant or lessee.
6. "Property" shall mean any real or personal property which is affixed, incidental, or appurtenant to real property, including but not limited to ((~~the~~)) any structure, fence, wall, sign, or any separate part thereof, whether permanent or not.

#### B. Graffiti Vandalism.

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

#### C. Graffiti Tools

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

#### D. Penalty

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

#### E. Removal of Graffiti

1. No person owning or in control of any property may allow the property to be used as a location for graffiti or fail or refuse to remove, cover, or grant permission to City personnel, or City's designee, to remove or cover the graffiti from the property when so directed by a duly authorized City employee or its designee.
2. Failure to remove the graffiti within ten days (absent exigent circumstances, i.e., inclement weather, insurance delays, disability, etc.) after receipt of notification is a ((class 4)) civil infraction. Each day of a continuing violation is a separate offense.
3. Notification by deposit in first class mail to the owner shall include the following:
  - a. The street address and legal description of the property sufficient for identification of the property, or where there is no postal address a legal description or parcel number.
  - b. A statement that the property suffers from nuisance activity resulting from graffiti, with a concise description of the conditions leading to the finding.
  - c. A statement that the graffiti must be removed within ten days after the receipt of the notice and that if the graffiti is not abated within that time the person owning or responsible for the property shall be subject to a ((class 4)) civil infraction.
  - d. Notification shall include any graffiti removal assistance programs that may be available.
4. The City may charge the property owner or the person in possession of the property the cost to the City for the removal or covering of the graffiti when the removal or covering is performed by City personnel or City's designee.
5. Any owner or other in possession who fails to comply with City personnel's or City designee's direction under this section violates chapter 10.68 SMC.
6. The parents or legal guardians of any minor child arrested or found committing an act constituting graffiti vandalism may be jointly and severally liable for any damage caused by the minor to real or personal property, whether publicly or privately owned. This may include reimbursement for the removal of graffiti by either the City or the property owner.

7. Nothing in this section shall affect the right of any person to maintain a civil action arising out of graffiti damage to property.
8. Revenue generated to the City pursuant to the civil infractions in subsection B shall be used to fund the Spokane Police Department's graffiti abatement program.

**Section 26.** That Section 10.68.050 of the Spokane Municipal Code is amended to read as follows:

**Section 10.68.050 Penalties**

A. Failure to Respond

It is a ~~((class-4))~~ civil infraction for any person in charge to fail to respond to the ~~((chief of police))~~ Chief of Police or ~~((his))~~ their designee within ten (10) days of service of the chronic nuisance notice.

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

It is a ~~((class-4))~~ civil infraction for any person in charge to fail to enter into an abatement agreement or otherwise produce an approved plan to abate the nuisance within fifteen (15) days of the issuance of the chronic nuisance notice.

C. Failure to Abate Nuisance

After the issuance of the chronic nuisance notice, and after the time to enter into an abatement agreement or otherwise produce an approved plan has passed, every subsequent nuisance activity is a ~~((class-4))~~ civil infraction.

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

**Section 27.** That Section 10.70.140 of the Spokane Municipal Code is amended to read as follows:

**Section 10.70.140 Violation – Penalty**

- A. A first violation of this chapter ~~((class-4))~~ civil infraction. A third violation within a one-year period shall be a misdemeanor.
- B. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, has been given an opportunity to comply, and has



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

**Section 28.** That Section 10.74.070 of the Spokane Municipal Code is amended to read as follows:

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

- A. It is unlawful for an owner to fail to:
  - 1. remove the fecal matter deposited by his animal on developed public property or developed private property of another before the owner leaves the immediate area where the fecal matter was deposited;
  - 2. have in his possession the equipment necessary to remove his animal's fecal matter when accompanied by said animal on developed public property or developed public easement.
- B. Owner of duly licensed guide dogs shall be exempted from this section.
- C. For the purposes of this section, the term "developed property" shall mean property areas that have been landscaped, paved, made into sidewalks, made into lawns, swales, play or sports areas and property similarly developed.
- D. For purposes of this section, the term "owner" shall be the actual owner of the animal or any other person by whom the animal was brought to the property.
- E. A violation of this section is a ((class-4)) civil infraction.

**Section 29.** That Section 10.81.050 of the Spokane Municipal Code is amended to read as follows:

**Section 10.81.050 Violation and Penalties**

Any person violating this chapter shall be guilty of a ((Class 1 Civil Infraction)) civil infraction. It shall not be a defense to an alleged violation that overdose risk reduction supplies were unavailable to the person distributing, selling or permitting the distribution or sale of smoking supplies.

**Section 30.** That Section 12.02.0210 of the Spokane Municipal Code is amended to read as follows:

**Section 12.02.0210 Lawful Powers Reserved – Costs of Abatement**

- A. The City expressly reserves and invokes all lawful powers, rights and remedies, whether in contract or law, to protect and preserve the public health and safety by abatement of any nuisance or unhealthful or dangerous conditions affecting the public right-of-way.
- B. The City may cause the removal or destruction of vegetation and debris by notice of violation and, as appropriate in each case:
  - 1. issuance of a ((class-4)) civil infraction for the violation; and/ or
  - 2. direct action by City forces or contract, the cost of which will be billed to the owner of the property or as a utility service to the property. Fees for vegetation abatement are contained in [SMC 8.02.068](#).

**Section 31.** That Section 12.02.0737 of the Spokane Municipal Code is amended to read as follows:

**Section 12.02.0737 Obstruction of the Public Right of Way**

- A. Owners and occupants of property within the ((City)) city shall not obstruct the public right of way, hinder the normal flow of pedestrian or street traffic, or render the public right of way unsafe. The creation of an obstruction is considered a nuisance pursuant to [SMC 12.02.0208](#).
- B. The City may cause the removal or destruction of such obstruction of the public way by notice of violation and, as appropriate in each case:
  - 1. issuance of a ((class-4)) civil infraction for the violation; or
  - 2. direct action by City forces or contract, the cost of which will be billed to the owner of the property or as a utility service to the property. Fees for abatement are contained in [SMC 8.02.068](#).

**Section 32.** That Section 12.02.970 of the Spokane Municipal Code is amended to read as follows:

**Section 12.02.970 Tree Protection, Conservation and Preservation**

- A. All street and public trees near any excavation, demolition, or construction of any building, structure, street, or utility work must be sufficiently guarded and protected by those responsible for such work as to minimize potential injury to said trees and to maximize their chance for survival. When street and public trees are near the project, any construction permits issued by the City must be approved by the

director, who may require protective measures as specified in the Arboricultural Manual.

- B. No person may destroy, injure, or deface any street tree or public tree on public property by any means, including, but not limited to, the following methods:
1. Impede the free passage of water, air, or fertilizer to the roots of any tree, shrub, or other plant by depositing vehicles, concrete, asphalt, plastic sheeting, or other material detrimental to trees or shrubs on the tree lawn or on the ground near any tree;
  2. Pour any toxic material on any tree or on the ground near any tree;
  3. Cause or encourage any fire or burning near or around any tree;
  4. Severely reduce the tree crown. Removal or replacement is preferred to severe crown reduction;
  5. Carve or attach any sign, poster, notice, or other object on any tree or fasten any rope, wire, cable, nails, screws, staples, or other device to any tree except as used to support a young or broken tree; however, nothing in this section shall be construed in such a manner that it forbids lighting of a decorative or seasonal nature, provided that such lighting is not attached in such a way as to cause permanent damage to the tree; or
  6. Plant trees reaching an expected mature height of twenty-five feet (25') or more under overhead power lines.
- C. No person may prevent, delay, or interfere with the director, or the director's designee, or any City employee in the execution or enforcement of the provisions of this article or otherwise violate this Article V.
- D. Any person responsible for a violation of this section must pay the cost of repairing or replacing any tree or shrub damaged by the violation and may be subject to treble the amount of damages assessed in any enforcement action brought by the City, pursuant to RCW 64.12.030. The value of trees and shrubs is to be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture.
- E. In addition to remedies under subsection (D) of this section, violation of this section is a ~~((class 4))~~ civil infraction. The director has the discretion to issue a warning for a first-time violation.

**Section 33.** That Section 12.06A.050 of the Spokane Municipal Code is amended to read as follows:

## **Section 12.06A.050 Penalty for Violation of Park Rules and Regulations**

Except as otherwise specifically provided, a violation of Park Rules and Regulations shall constitute a ~~((class 1))~~ civil infraction.

**Section 34.** That Section 13.02.0206 of the Spokane Municipal Code is amended to read as follows:

### **Section 13.02.0206 Authority of the Director**

#### **A. Purpose.**

Considering:

1. the Spokane ~~((solid waste plan))~~ County Comprehensive Solid Waste Management Plan;
2. chapter 70.95 RCW;
3. the public health and safety;
4. the means to assure prompt, safe, and efficient delivery of solid waste collection and disposal services to the public; and
5. the conservation of public moneys;

the ~~((director))~~ Director administers and interprets this chapter and the operations and functions of the department, and determines all questions arising hereunder. The ~~((director))~~ Director exercises general administrative authority with respect to all departmental operations either directly or through persons he may designate. The ~~((director))~~ Director may modify or adjust provisions of departmental functions consistent with sound business management practice.

#### **B. Regulations.**

The ~~((director))~~ Director may promulgate regulations in the enforcement of this chapter, considering the purpose of this section.

#### **C. Warnings – Orders.**

The ~~((director))~~ Director may issue warning notices and enforcement orders upon such reasonable notice as the ~~((director))~~ Director deems proper. The ~~((director))~~ Director may take such remedial measures as the ~~((director))~~ Director deems necessary, including issuing civil infractions to enforce any order, regulation, or provision of this chapter,

including clean-up operations.

D. Procedures.

The ~~((director))~~ Director may establish procedures to resolve disputed questions of fact or liability within the scope of the ~~((director's))~~ Director's authority and may subpoena witnesses, take testimony, require the submission of verified statements, records, and samples, but no formal proceedings or notice shall be a precondition of any action taken.

- E. Violations of a director's order are a ~~((class-1))~~ civil infraction. Said penalties are in addition to actual costs of clean-up or other services provided by the City.

**Section 35.** That Section 13.02.0216 of the Spokane Municipal Code is amended to read as follows:

**Section 13.02.0216 Taking of or Snooping in Garbage or Recyclables Prohibited**

- A. No person shall take, examine, uncover, snoop in, separate, gather, collect, or salvage materials deposited in automated carts or containers, including recycling containers, dumpsters, or rollofs, for collection or acceptance by the department or other authorized persons.
1. This prohibition applies at the point when materials have been deposited in solid waste or recyclable containers, automated carts, or containers or left in the vicinity of a container pickup location.
  2. For materials brought to a municipal disposal facility or transfer station area, the prohibition applies at the point such materials arrive upon the site of the facility or transfer station.
- B. Violations are a ~~((class-2))~~ civil infraction. These penalties are in addition to full restitution.
- C. This section shall not be construed to create or recognize any right or expectation of individual privacy with respect to solid waste identifiable to any person or premises, nor shall it apply to government-authorized activities.

**Section 36.** That Section 13.02.0218 of the Spokane Municipal Code is amended to read as follows:

**Section 13.02.0218 Theft of Collection Service Prohibited**

- A. No person may place or deposit any materials in or around a solid waste receptacle or recycling container owned or provided for the use of said premises served

except the owner or occupant of the premises for whom the service arrangements have been made.

- B. Violation of this section is a theft of solid waste collection service.
- C. Violations are a ((class-2)) civil infraction. These penalties are in addition to full restitution.

**Section 37.** That Section 13.02.0246 of the Spokane Municipal Code is amended to read as follows:

**Section 13.02.0246 Solid Waste Collection Franchisees – Minimum Service Levels – Reasonable Rates**

- A. Some annexed portions of the City are served by private companies pursuant to a franchise granted by the City in accord with RCW 35.13.280. This chapter, as an exercise of the police power to protect the public health, and safety, shall supersede any inconsistent or contradictory franchise provisions.
- B. Holders of municipal solid waste collection franchises shall provide weekly solid waste collection service to all occupied premises within a franchised area at the same general levels and conditions of services as the City (~~((solid waste collection department))~~) Solid Waste Collection Department provides. This shall include providing a residential curbside recycling collection program at least equivalent to the services provided by the City.
- C. Rates charged by municipal solid waste collection franchisees shall be fair and reasonable. Where a franchisee's rates within the City are higher than the department rates, the (~~((director of solid waste collection))~~) Director of Solid Waste Management may order a franchisee to submit due and proper showing to the director to establish its rates within the City are fair and reasonable, notwithstanding any franchise term or provision to the contrary.
- D. The (~~((director of solid waste disposal))~~) Director of Solid Waste Management may require holders of municipal solid waste collection franchises to deliver solid waste to a disposal facility or facilities so designated by that director.
- E. Complaints, including rate disputes, relating to a franchisee are reviewed by the (~~((director of solid waste collection))~~) Director of Solid Waste Management. The director's decision, except relating to suspension or revocation of a franchise, is subject to review by the City (~~((hearing examiner))~~) Hearing Examiner by filing written notice of appeal thereto within ten days of the date of issuance.

1. Upon timely appeal, the ~~((hearing examiner))~~ Hearing Examiner conducts a hearing thereon within forty-five (45) days of the filing of the appeal.
  2. The examiner's decision is the final City action, and may be appealed on the record to the superior court of Spokane County by filing a notice of appeal thereon, copy served upon the director and ~~((hearing examiner))~~ Hearing Examiner, within thirty (30) days of issuance.
- F. Where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or order of the director, violations are a ~~((class-4))~~ civil infraction, with each day of a continuing violation a new and additional violation.
- G. In addition and not by way of limitation to the imposition of penalties and any other remedies available in contract or at law where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or order of the director, the director may recommend that franchise privileges be suspended or revoked.
1. Said recommendation shall be forwarded to the City ~~((hearing examiner))~~ Hearing Examiner, who shall conduct a hearing thereon within forty-five (45) days of the director's recommendation.
  2. The examiner's decision may be appealed within thirty (30) days of issuance to the ~~((city council))~~ City Council.
  3. The council shall consider the appeal within thirty (30) days of filing. No new evidence shall be considered, and the council shall either approve or reverse the ~~((hearing examiner's))~~ Hearing Examiner's decision based upon the record submitted by the ~~((hearing examiner))~~ Hearing Examiner.
  4. The ~~((council's))~~ Council's decision is final.
- H. Immediately, but in no case longer than three (3) business days after a franchise has been suspended, revoked, expires, or is abandoned by a franchisee, the franchisee shall transmit to the ~~((director of solid waste collection))~~ Director of Solid Waste Management an accurate and up-to-date written list of all routes, addresses of premises served, and type of service within the franchised area affected, and any other information the director may require.
1. Violations of this subsection are a ~~((class-4))~~ civil infraction, with each day of a continuing violation a new and separate infraction.

**Section 38.** That Section 13.02.0610 of the Spokane Municipal Code is amended to read as follows:

## **Section 13.02.0610 Penalty**

~~((A.)) Except where otherwise specified for violations of this chapter relating to single-family residence service, violations are a ~~((class 2))~~ civil infraction with each day a new and separate violation. All infraction penalties are in addition to actual costs of clean-up or other services provided by the City.~~

~~((B. Except where otherwise specified, any violations not included under subsection (A) of this section are a class 1 civil infraction, with each day a new and separate violation.))~~

**Section 39.** That Section 15.04.060 of the Spokane Municipal Code is amended to read as follows:

### **Section 15.04.060 Intentional Violation of Chapter – Removing, Defacing or Destroying Required Sign – Fine – Notice of Infraction – Exceptions**

- A. Any person intentionally violating this chapter by smoking in a public place or place of employment, or any person removing, defacing, or destroying a sign required by this chapter, is subject to a ~~((class three))~~ civil infraction.
- B. Any person passing by or through a public place while on a public sidewalk or public right-of-way has not intentionally violated this chapter.
- C. Local law enforcement agencies shall enforce this section by issuing a notice of infraction to be assessed in the same manner as traffic infractions. The provisions contained in chapter 46.63 RCW for the disposition of traffic infractions apply to the disposition of infractions for violation of this subsection except as follows:
  - 1. The provisions in chapter 46.63 RCW relating to the provision of records to the ~~((department of licensing))~~ Department of Licensing in accordance with RCW 46.20.270 are not applicable to this chapter; and
  - 2. The provisions in chapter 46.63 RCW relating to the imposition of sanctions against a person's driver's license or vehicle license are not applicable to this chapter.
  - 3. The form for the notice of infraction for a violation of this subsection shall be prescribed by rule of the Supreme Court.
- D. When violations of [SMC 15.04.040](#) occur, a warning shall first be given to the owner or other person in charge. Any subsequent violation is subject to a ~~((class three))~~ civil infraction by a law enforcement officer. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.



E. In addition to any civil infraction issued under [SMC 15.04.060\(D\)](#), the Spokane Regional Health District, as provided in RCW 70.160.070, may enforce [SMC 15.04.040](#) regarding the duties of owners or persons in control of public places and places of employment by either of the following actions:

1. Serving notice requiring the correction of any violation; or
2. Calling upon the city attorney or the Spokane ((~~county prosecutor~~)) County Prosecutor or the Spokane Regional Health District attorney to maintain an action for an injunction to enforce [SMC 15.04.040](#) to correct a violation and to assess and recover a civil penalty for the violation. Attorney fees shall be awarded to the City, County, or Health District for the cost associated with maintaining an action for an injunction.

**Section 40.** That Section 15.06.060 of the Spokane Municipal Code is amended to read as follows:

#### **Section 15.06.060 Compliance**

- A. This chapter shall be enforced by the Historic Preservation Office under the City's civil infraction system, pursuant to chapter [01.05](#) SMC. The Historic Preservation Office is the "code enforcement officer" as designated by [SMC 01.05.020\(B\)](#).
- B. A violation of this chapter is a ((~~class 4~~)) civil infraction.
- C. Pursuant to [SMC 01.02.950\(A\)](#), the Historic Preservation Office may refer violations or imminent violations of this chapter to the city attorney for actions in Superior Court seeking declaratory or injunctive relief.
- D. Failure to complete deconstruction, removal of materials, and obtain approval of the Post-Deconstruction Form within the period of deconstruction may result in the City completing the deconstruction work of the structure at the applicant or property owner's expense.

**Section 41.** That Section 16A.05.100 of the Spokane Municipal Code is amended to read as follows:

#### **Section 16A.05.100 Disabled Parking – Indication of Parking Space for Disabled Persons – Failure, Penalty**

- A. A parking space or stall for a person with a disability shall be indicated by a vertical sign with the international symbol of access, whose colors are white on a blue background, described under RCW 70.92.120. The sign may include additional language such as, but not limited to, an indication of the amount of the monetary

penalty defined in RCW 46.16.381 for parking in the space without a valid permit.

- B. Failure of the person owning or controlling the property where required parking spaces are located to erect and maintain the sign is a ~~((class-2))~~ civil infraction under Chapter 7.80 RCW for each parking space that should be so designated. The person owning or controlling the property where the required parking spaces are located shall ensure that the parking spaces are not blocked or made inaccessible, and failure to do so is a ~~((class-2))~~ civil infraction.

**Section 42.** That Section 16A.05.110 of the Spokane Municipal Code is amended to read as follows:

**Section 16A.05.110 Disabled Parking – Special Parking for Persons with Disabilities**

- A. Any unauthorized use (RCW 46.19.050(2)) of the special placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010, or identification card is a parking infraction. In addition to any penalty or fine imposed under this subsection, two hundred dollars (\$200) shall be assessed.
- B. It is a parking infraction for a person to park in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities or the space itself. In addition to any penalty or fine imposed under this subsection, two hundred dollars (\$200) shall be assessed. The clerk of the court shall report all violations related to this subsection to the Washington State ~~((department of motor vehicles))~~ Department of Licensing.
- C. It is a parking infraction for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for persons with physical disabilities without a placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010. In addition to any penalty or fine imposed under this subsection, two hundred dollars (\$200) shall be assessed. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance the placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010 required under this section. The time limit for on-street parking places reserved for physically disabled persons without parking payment devices is four hours for qualified vehicles unless a longer time would otherwise apply for the use of these parking places. The time limit for the use of non-reserved, on-street parking spaces by vehicles displaying the special parking placards is four (4) hours unless a longer time would otherwise apply. All time restrictions applicable under this subsection must be clearly posted.

D. It is a parking infraction, with monetary penalty of two hundred fifty dollars (\$250), to fail to fully display a placard or special license plate issued under this Chapter while parked in a public place on private property without charge, while parked on public property reserved for persons with physical disabilities, or while parking free of charge as allowed under RCW 46.61.582. In addition to any penalty or fine imposed under this subsection, two hundred dollars (\$200) must be assessed, for a total of four hundred fifty dollars (\$450). For the purpose of this subsection, “fully display” means hanging or placing the placard or special license plate so that the full face of the placard or license plate is visible, including the serial number and expiration date of the license plate or placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to that person under RCW 46.19.010.

E. Allocation of Assessments and Fines.

1. The assessment imposed under subsections (A), (B), (C), and (D) of this section shall be allocated as follows:

a. One hundred dollars (\$100) shall be deposited in the accessible communities account created in RCW 50.40.071; and

b. One hundred dollars (\$100) shall be deposited in the multimodal transportation account under RCW 47.66.070 for the sole purpose of supplementing a grant program for special needs transportation provided by transit agencies and nonprofit providers of transportation that is administered by the ~~((department of transportation))~~ Washington State Department of Transportation.

2. Any reduction in any penalty or fine and assessment imposed under subsections (A), (B), (C), and (D) of this section shall be applied proportionally between the penalty or fine and the assessment. When a reduced penalty is imposed under subsection (A), (B), (C), and (D) of this section, the amount deposited in the accounts identified in this subsection shall be reduced equally and proportionally.

3. The penalty or fine amounts imposed under subsections (A), (B), (C), and (D) of this section shall be used by the City exclusively for law enforcement. The court may also impose an additional penalty sufficient to reimburse the City for any costs it may have incurred in removal and storage of the improperly parked vehicle.

F. It is a traffic infraction for any person willfully to obtain a special license plate issued under RCW 46.19.010 or RCW 46.18.235 placard, or identification card in a manner other than that established under RCW 46.19.010.

- G. For second or subsequent violations of this section, in addition to a monetary fine, the violator must complete a minimum of forty (40) hours of:
1. community restitution for a nonprofit organization that serves persons with disabilities or disabling diseases; or
  2. any other community restitution that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.
- H. The court may not suspend more than one-half of any fine imposed under subsections (A), (B), (C), (D), or (E) of this section.
- I. A violation of this section is a ~~((class-4))~~ civil infraction ~~((under SMC 01.02.950))~~.

**Section 43.** That Section 16A.60.150 of the Spokane Municipal Code is amended to read as follows:

**Section 16A.60.150 Penalties - Civil Infraction**

- A. Any person violating any of the above sections shall have committed a ~~((class-4))~~ civil infraction ~~((and shall be liable for monetary penalties as set forth in [SMC 1.05.210](#)))~~.
- B. The court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within one year.
- C. A guardian may be cited for a separate violation of this chapter for each child under sixteen years of age on a vessel without an approved PFD.
- D. Each event under subsection (A) of this section shall be a separate violation.

**Section 44.** That Section 16A.65.040 of the Spokane Municipal Code is amended to read as follows:

**Section 16A.65.040 Unauthorized Use – Penalty**

Unauthorized use of a utility vehicle on public property within the city limits is prohibited. A violation is a ~~((class-4))~~ civil infraction

**Section 45.** That Section 17C.111.250 of the Spokane Municipal Code is amended to read as follows:

## **Section 17C.111.250 Exterior Storage – Residential Zones**

### **A. Purpose.**

It is the intent and purpose of the City to regulate exterior storage of materials on residential land in a manner to promote the health, safety, and general welfare of the community including regulating the type and location of materials. The negative effects of unregulated exterior storage can endanger the health, safety and welfare of the community.

### **B. Regulated Materials.**

1. The following list of items shall not be stored outside of structures. Exterior storage means the physical presence of items not fully enclosed within a structure. Exterior storage means and includes, but shall not be limited to, the following:
  - a. vehicle parts including but not limited to, alternators, engines, transmissions, wheels, tires, body panels, auto glass, interior panels, front and/or rear seats, taillights, head lights, and other vehicle parts thereof;
  - b. household furniture including, but not limited to, mattresses, couches, recliners, tables, desks, bed frames, chairs, other furniture items, and parts thereof;
  - c. appliances including but not limited to dishwashers, stoves, televisions, computers, kitchen accessories, electronic equipment and parts thereof;
  - d. construction materials including but not limited to plaster, lumber, sheetrock, carpet, shelving, cement, bathtubs, toilets, pipe, and other such items that are not exempted under SMC 17C.111.250(B)(2);
  - e. metal including but not limited to iron, steel, aluminum, and other such metals; and
  - f. any other items similar in nature.
2. Materials that may be stored outside of structures include:
  - a. construction materials that are maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and that are designated for projects on the parcel for which a building permit has been issued through the City of Spokane;

- i. Construction materials used for a public works project may be temporarily stored on residential zones up to one year after construction begins.
  - b. construction equipment including ladders, scaffolding, and other such items may be stored outside of structures as long as the equipment is maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and
  - c. items that are manufactured for exterior usage and are being maintained including but not limited to: lawn/patio furniture and décor, benches, play equipment; sandboxes, barbecues, and bicycles.
- 3. Any items that are considered to be “litter” as according to ((SMC 10.08.010)) RCW 70A.200.030 including refuse, rubbish, garbage, discarded items and all waste material of every kind and description ((shall be regulated under Chapter 10.08 Offense Against Public Health)).

#### B. Location.

- 1. Exterior storage of any of the items listed in SMC 17C.111.250(B)(2)(a) and SMC 17C.111.250(B)(2)(b) shall take place from the rear of the main dwelling unit to the rear of the property line,
  - a. except permitted construction materials which may be stored up to thirty days in either side or front yard areas and are exempt from the fencing and screening requirements designated in subsection (C)(2) below.
- 2. Exterior storage areas shall be screened from view of the public right-of-way as defined in SMC 17A.020.180(R) through the use of sight-obscuring fencing that meets height requirements set in SMC 17C.111.245 or through the use of screening pursuant to SMC 17C.200.070(A)(1)

#### D. Violation—Enforcement and Penalty

Violation of SMC 17C.111.250 shall constitute a ((class-2)) civil infraction ((per SMC 1.05.160)).

**Section 46.** That Section 17C.200.140 of the Spokane Municipal Code is amended to read as follows:

## **Section 17C.200.140 Unauthorized Removal; Damage or Destruction; Penalty**

- A. No street tree shall be removed without the adjacent owner first obtaining a street tree permit obtained pursuant to SMC 12.02.960.
- B. No person shall intentionally cause or suffer to be caused to any street tree any act or effort to destroy, kill, injure, mutilate, or deface a street tree by any means.
- C. Any person responsible for a violation of SMC 17C.200.140(B) must pay the cost of repairing or replacing any tree or shrub damaged by the violation and may be subject to treble the amount of damages assessed in any enforcement action brought by the City, pursuant to RCW 64.12.030. The value of trees and shrubs is to be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture.
- D. In addition to the other remedies required by this section, violation of this section is a ~~((class 4))~~ civil infraction. The director has the discretion to issue a warning for a first-time violation.

**Section 47.** That Section 17C.316.040 of the Spokane Municipal Code is amended to read as follows:

## **Section 17C.316.040 Short-Term Rentals in Residential Zones**

- A. Allowed Structure Types.

A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. A short-term rental is an administrative permit.

- B. Maximum number of short-term rental units.

Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.

- 1. One short-term rental is allowed in a detached single-family structure, accessory dwelling unit, or an attached single-family structure. One short-term rental is allowed in one of the units of a duplex.
  - a. One short-term rental is allowed in both a detached or attached single-family structure and an accessory dwelling unit, subject to the owner occupancy requirements in [Section 17C.300.110\(B\) SMC](#).

2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
  - a. Buildings that are fire sprinklered may have no more than twenty percent (20%) of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
  - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
  - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

#### C. Standards.

A variance to the following standards is prohibited.

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
  - a. Meets the current building code requirements for a sleeping room;
  - b. Meets current fire code requirements;
  - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
3. Number of residents and guests. The total number of ((ef)) residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
4. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
5. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).



#### D. Permit Required.

The owner of a short-term rental must obtain a permit. The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

##### 1. Notification.

- a. The owner or operator must prepare a notification letter that:
  - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
  - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.

##### 2. Required information for permit.

- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
- b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
- c. A copy of the owner's current City of Spokane business license.
- d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
- e. A site plan and floor plan.
- f. A completed and notarized Life Safety Compliance form.

#### E. Renewal of and Revoking a Short-Term Rental Permit.

A short-term rental permit must be renewed per the procedures in [08.01 SMC](#) and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.

1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC](#)
2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit (~~((per a type two civil infraction as referenced in [SMC 01.05.160](#)))~~) and a civil infraction.
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

F. Existing Approved Permits and Unit Caps.

Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.
2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

**Section 48.** That Section 17C.316.050 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.316.050 Short-Term Rentals in Other Zones**

A. Allowed Structure Types.

A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).

B. Maximum number of short-term rental units.

Maximum short-term rental units are calculated by structure rather than per lot.

1. One short-term rental is allowed in a detached single-family structure, accessory dwelling unit, or an attached single-family structure. One short-term rental is allowed in one of the units of a duplex.
  - a. One short-term rental is allowed in both a detached or attached single-family structure and an accessory dwelling unit, subject to the owner occupancy requirements in [Section 17C.300.110\(B\) SMC](#).
2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
  - a. Buildings that are fire sprinklered may have no more than thirty percent (30%) of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
  - b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
  - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

#### C. Standards.

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
  - a. Meets the current building code requirements for a sleeping room
  - b. Meets current fire code requirements;
  - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
3. Number of residents and guests. The total number of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
4. Parking. [See Spokane Municipal Code Chapter 17C.230 Parking and Loading](#).

5. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).

D. Permit Required.

The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

1. Required information for permit.

- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
- b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
- c. A copy of the owner's current City of Spokane business license.
- d. A site plan and floor plan.
- e. A completed and notarized Life Safety Compliance form.

E. Renewal of and Revoking a Short-Term Rental Permit.

A short-term rental permit must be renewed per the procedures in Chapter [08.01 SMC](#) and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.

1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC](#).
2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12-month period shall result in revocation of permit ~~((per a type two civil infraction as referenced in [SMC 01.05.160](#)))~~ and a civil infraction.

When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

**Section 49.** That Section 17C.360.010 of the Spokane Municipal Code is amended to read as follows:

## Section 17C.360.010 Purpose

Recognizing that in extraordinary cases the immediate cessation of an illegal use upon discovery may work hardship on innocent third parties, such as tenants, this section is intended to formalize a procedure for delaying enforcement of this chapter.

- A. When notified that a use of land or a building does not conform to the requirements of this code, the owner must immediately:
  1. cease the use; or
  2. apply to the ~~((planning and economic development services director))~~ Director of Planning and Economic Development Services for a temporary permit in the manner provided in [SMC 17C.360.010\(F\)](#);
  3. if he or she wishes to continue or re-establish the use, the owner must also in a timely manner make application for such approvals as are necessary to render the use valid.
- B. The ~~((planning and economic development services director))~~ Director of Planning and Economic Development Services, if satisfied that continuation of the illegal use for a limited time will:
  1. avoid unnecessary hardship; and
  2. not limit or impair the lawful uses of surrounding properties;
  3. may issue a temporary permit, for a period not to exceed the time required for diligent application for the required approval, authorizing the illegal use to continue until the required approval is either granted or denied.
- C. The ~~((planning and economic development services director))~~ Director of Planning and Economic Development Services may attach conditions to the temporary permit in order to safeguard the public health and safety and neighborhood quality. The conditions may include, for example:
  1. installation of screening and buffering or the use of other techniques to mitigate adverse impacts such as noise, glare, traffic, or dust;
  2. limitations on days or hours of operation based on impacts on surrounding properties;
  3. if a condition is breached, the director immediately revokes the temporary permit.

- D. When an application is granted, the director gives written notice of the approval and any conditions to the applicant and to the record owners and taxpayers of all parcels within four hundred (400) feet of the site.
- E. An application for a temporary permit admits that the use is illegal. When the application is denied, or when a temporary permit expires or is revoked for breach of a condition, the owner must immediately cease the illegal use. Beginning the day after the application is denied or the permit expires or is revoked, the owner becomes liable for a ~~((class-2))~~ civil infraction for each day the illegal use continues.
- F. Application for Temporary Permit.

A person may apply for a temporary permit. The application consists of:

1. an application for "a temporary permit" that demonstrates that temporary continuation of the illegal use:
  - a. will avoid unnecessary hardship to innocent third parties;
  - b. is necessary to allow the applicant a reasonable amount of time to rectify the illegality by relocating the use, modifying the use, building, or land to bring it into compliance, or making application for a conditional use permit, zone change, or other approval;
  - c. will not involve the erection of a substantial structure or change to an existing structure, or a permanent commitment of the land to the use;
  - d. will not limit, impair or preclude the lawful use of surrounding property.
2. the application fee prescribed in SMC 8.02~~((-.066(K)))~~;
3. an application for a notification district map and the fee for preparation of the map;
4. covenant, by acknowledged agreement, to:
  - a. promptly begin and diligently pursue whatever course of action is selected to cure the illegality, whether relocation, modification, application for approval, or otherwise; and
  - b. discontinue the use upon denial, revocation, or expiration of the temporary permit, unless the use is at that time lawful.
5. an environmental checklist, if required under [chapter 17E.050 SMC](#).

**Section 50.** That Section 17D.100.400 of the Spokane Municipal Code is amended to read as follows:

**Section 17D.100.400 Enforcement; Violations; Penalty**

- A. This chapter shall be enforced by the ((HPO)) Historic Preservation Officer under the ((city's)) City's civil infraction system, pursuant to chapter [01.05 SMC](#). The ((HPO)) Historic Preservation Officer is the "code enforcement officer" as designated by [SMC 01.05.020\(B\)](#).
- B. A violation of [SMC 17D.100.200-17D.100.230](#) is a ((class-1)) civil infraction.
- C. Pursuant to [SMC 01.02.950\(A\)](#), the ((HPO)) Historic Preservation Officer may refer violations or imminent violations of this chapter to the ((city-attorney)) City Attorney for actions in Superior Court seeking declaratory or injunctive relief.

**Section 51.** That Section 18.01.060 of the Spokane Municipal Code is amended to read as follows:

**Section 18.01.060 Penalty for Violation**

The commission of an act of discrimination as defined in this Title 18 is punishable as a ((Class-1)) civil infraction pursuant to [chapter 01.05, SMC](#).

**Section 52.** That Section 18.06.040 of the Spokane Municipal Code is amended to read as follows:

**Section 18.06.040 Use of White Cane, Dog Guide or Service Animal**

- A. It shall be unlawful for any pedestrian who is not totally or partially blind to use a white cane or any pedestrian who is not totally or partially blind or does not have a hearing impairment to use a dog guide or any person who does not have a disability as defined in this chapter to use a service animal in any of the places, accommodations or conveyances listed in SMC 18.01.030(Q), for the purpose of securing the rights and privileges accorded by this chapter to persons with total or partial blindness, hearing impairment or who have other disabilities.
- B. It shall be unlawful for any person to misrepresent an animal as a service animal. For purposes of this section, a person misrepresents an animal as a service animal if the person:

1. Expressly or impliedly represents that an animal is a service animal as defined in SMC 18.01.030(X) for the purpose of securing the rights or privileges afforded disabled persons accompanied by service animals set forth in state or federal law; and
  2. Knew or should have known that the animal in question did not meet the definition of a service animal.
- C. A law enforcement officer may investigate and enforce this section by making an inquiry of the person accompanied by the animal in question as allowed by SMC 18.06.040(D), and issuing a civil infraction.
- D. A law enforcement officer or place of public accommodation may not ask about the nature or extent of a person's disability, but may specifically ask if the animal is required because of a disability and what work or task the animal has been trained to perform. A law enforcement officer or place of public accommodation shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, or require that the service animal demonstrate its task. Generally, a law enforcement officer or place of public accommodation may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for a person with a disability, such as a dog is observed guiding a person who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to a person with an observable mobility disability. Refusal to answer the questions allowed under this subsection creates a presumption that the animal is not a service animal and the law enforcement officer may issue a civil infraction and require the person to remove the animal from the place of public accommodation.
- E. A place of public accommodation shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability in accordance with SMC 18.01.030(X) if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a facility, a place of public accommodation shall act in accordance with all applicable laws and regulations.
- F. Violation of this section is a ((class 3)) civil infraction. ~~((The penalty for each subsequent violation of this code by the same person shall be increased by one class of civil infraction.))~~

**Section 53.** That Section 18.09.070 of the Spokane Municipal Code is amended to read as follows:



**Section 18.09.070 Violations and Penalties**

- A. Any violation of this chapter shall be a ((Class 1 Civil Infraction-)) civil infraction.
- B. Without limitation or election against any other available remedy, the City or any of its residents may apply to a court of competent jurisdiction for an injunction enjoining any violation of this chapter. The court shall award attorney's fees and costs to any party who succeeds in obtaining an injunction hereunder.

PASSED by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/13/2025

**Clerk's File #**

ORD C36707

**Cross Ref #****Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

KKLITZKE BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

0520 ORDINANCE REGARDING STREETS CLOSED TO TRUCKS

**Agenda Wording**

An ordinance relating to streets closed to trucks; amending Section 12.08.010 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance is a small code cleanup that places Streets Closed to Trucks into a table format and makes one small correction to Nebraska Avenue.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

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<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	

## ORDINANCE NO. C36707

An ordinance relating to streets closed to trucks; amending Section 12.08.010 of the Spokane Municipal Code.

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

**Section 1.** That Section 12.08.010 of Chapter 12.08 of the Spokane Municipal Code is amended to read as follows:

### **Section 12.08.010 Streets Closed to Trucks**

A. Hereafter the following streets and avenues in the city shall be permanently closed to all truck travel except for the purpose of making deliveries or providing service to points upon such streets or avenues:

- ~~1. Buckeye Avenue from Rebecca Street to Havana Street.~~
- ~~2. Cannon Street from Fourth Avenue to Riverside Avenue.~~
- ~~3. Carlisle Avenue from Ralph Street to Havana Street.~~
- ~~4. Chestnut Street from Fifth Avenue to First Avenue.~~
- ~~5. Cleveland Avenue from Greene Street to Havana Street.~~
- ~~6. Coeur d'Alene Street from Sixth Avenue to Pacific Avenue.~~
- ~~7. Cuba Street from Upriver Drive to Frederick Avenue.~~
- ~~8. Elm Street from Third Avenue to Riverside Avenue.~~
- ~~9. Ermina Avenue from Sycamore Street to Havana Street.~~
- ~~10. Fairview Avenue from Greene Street to Havana Avenue.~~
- ~~11. Ferrall Street from Montgomery Avenue to Euclid Avenue.~~
- ~~12. Fifth Avenue from Chestnut Street to Coeur d'Alene Street.~~
- ~~13. First Avenue from Maple to Poplar Street.~~
- ~~14. Fourth Avenue from Cannon Street to Spruce Street.~~
- ~~15. Frederick Avenue from Freya Street to Havana Street.~~
- ~~16. Freya Street from Upriver Drive to Frederick Avenue.~~

17. ~~Grace Avenue from Greene Street to Havana Street.~~
18. ~~Greene Street from Grace Avenue to Euclid Avenue.~~
19. ~~Havana Street from Upriver Drive to Frederick Avenue.~~
20. ~~Hemlock Street from Sixth Avenue to Riverside Avenue.~~
21. ~~Jackson Avenue from Greene Street to Havana Street.~~
22. ~~Julia Street from Grace Avenue to Frederick Avenue, and from Upriver Court to Marietta Avenue.~~
23. ~~Marietta Avenue from Greene Street to Havana Street.~~
24. ~~Montgomery Avenue from Ralph Street to Havana Street.~~
25. ~~Myrtle Street from Carlisle Avenue to Frederick Avenue.~~
26. ~~Oak Street from Third Avenue to Riverside Avenue.~~
27. ~~Pacific Avenue from Maple Street to Coeur d'Alene Street.~~
28. ~~Poplar Street from Third Avenue to First Avenue.~~
29. ~~Ralph Street from Carlisle Avenue to Euclid Avenue.~~
30. ~~Rebecca Street from Upriver Drive to Frederick Avenue.~~
31. ~~Second Avenue from Havana Street to Freya Street; and from Maple Street to Coeur d'Alene Street.~~
32. ~~Spruce Street from Fourth Avenue to Pacific Avenue.~~
33. ~~Sycamore Street from Ermina Avenue to Frederick Avenue.~~
34. ~~Third Avenue from Elm Street to Coeur d'Alene Street.~~
35. ~~Thor Street from Montgomery Avenue to Euclid Avenue.~~
36. ~~Upriver Court.~~
37. ~~Upriver Drive from Ralph Street to Havana Street, and from the City limits at Buckeye Avenue to the east City limits.~~
38. ~~West Nebraska Avenue from North Ash Street to North Division Street.~~

Street	Direction
Buckeye Avenue	from Rebecca Street to Havana Street
Cannon Street	from Fourth Avenue to Riverside Avenue
Carlisle Avenue	Ralph Street to Havana Street
Chestnut Street	from Fifth Avenue to First Avenue

Cleveland Avenue	from Greene Street to Havana Street
Coeur d'Alene Street	from Sixth Avenue to Pacific Avenue
Cuba Street	from Upriver Drive to Frederick Avenue
Elm Street	from Third Avenue to Riverside Avenue
Ermina Avenue	from Sycamore Street to Havana Street
Fairview Avenue	from Greene Street to Havana Avenue
Ferrall Street	from Montgomery Avenue to Euclid Avenue
Fifth Avenue	from Chestnut Street to Coeur d'Alene Street
First Avenue	from Maple to Poplar Street
Fourth Avenue	from Cannon Street to Spruce Street
Frederick Avenue	from Freya Street to Havana Street
Freya Street	from Upriver Drive to Frederick Avenue
Grace Avenue	from Greene Street to Havana Street
Greene Street	from Grace Avenue to Euclid Avenue
Havana Street	from Upriver Drive to Frederick Avenue
Hemlock Street	from Sixth Avenue to Riverside Avenue
Jackson Avenue	from Greene Street to Havana Street
Julia Street	from Grace Avenue to Frederick Avenue, and from Upriver Court to Marietta Avenue
Marietta Avenue	from Greene Street to Havana Street
Montgomery Avenue	from Ralph Street to Havana Street
Myrtle Street	from Carlisle Avenue to Frederick Avenue
Nebraska Avenue	from Ash Street to Division Street
Oak Street	from Third Avenue to Riverside Avenue
Pacific Avenue	from Maple Street to Coeur d'Alene Street.
Poplar Street	from Third Avenue to First Avenue
Ralph Street	from Carlisle Avenue to Euclid Avenue
Rebecca Street	from Upriver Drive to Frederick Avenue
Second Avenue	from Havana Street to Freya Street; and from Maple Street to Coeur d'Alene Street
Spruce Street	from Fourth Avenue to Pacific Avenue
Sycamore Street	from Ermina Avenue to Frederick Avenue
Third Avenue	from Elm Street to Coeur d'Alene Street
Thor Street	from Montgomery Avenue to Euclid Avenue
Upriver Court	
Upriver Drive	from Ralph Street to Havana Street, and from the City limits at Buckeye Avenue to the east City limits

B. Any person, firm, or corporation operating a truck upon the streets or avenues enumerated in subsection (A) of this section, except for the purpose of making

deliveries or providing service to points upon such streets or avenues, shall be guilty of a traffic infraction.

PASSED by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36680

**Cross Ref #****Project #****Council Meeting Date:** 04/28/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 625.6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Final Reading Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

YES

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

ORDINANCE ADOPTING AN INTERIM CONTROL FOR OFF-PREMISE ALCOHOL

**Agenda Wording**

An Ordinance adopting an interim official control relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

**Summary (Background)**

This ordinance would immediately prohibit the placement of off-premises alcohol outlets (stores that sell alcohol for off-premises use) within 500 feet of parks, schools, libraries, transit centers, and community centers. As an emergency interim ordinance, it sets the required public hearing under RCW 36.70A.390 for June 16, 2025 and declares an emergency pursuant to Section 19 of the Charter and Section 01.01.080 of the Spokane Municipal Code.

**What impacts would the proposal have on historically excluded communities?**

Multiple studies show that off-premises alcohol outlets are disproportionately located in communities with lower incomes and in neighborhoods with a higher percentage of non-white residents.

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

The effectiveness of this interim ordinance and the consideration of policies regarding off-premises alcohol outlets will be evaluated and considered during the update to the City's Comprehensive Plan and the work plan required under RCW 36.70A.390.

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

The City receives notification of liquor license applications. The City will use this data in evaluation of the effectiveness of this interim ordinance.

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

The City Council adopted Ordinance C36634, which established an alcohol impact area for downtown. The City is currently in the voluntary compliance period as required by Washington Administrative Code 314-12-215. Washington Administrative Code 314-12-215 suggests changes in land use as a voluntary effort a local authority may attempt before the LCB will recognize an alcohol impact area. Additionally, this interim ordinance aligns with the goals of the City's Comprehensive Plan specifically N 2.1 Neighborhood Quality of Life.

**Council Subcommittee Review**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			

## **ORDINANCE NO. C36680**

An ordinance adopting an interim official control relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

**WHEREAS**, the City of Spokane is concerned about the number off-premises alcohol outlets seeking to locate near schools, community centers, parks, transit centers, and early learning centers; and

**WHEREAS**, off-premises alcohol outlets have a significant effect on crime and the quality of life in neighborhoods; and

**WHEREAS**, research shows off-premises alcohol outlets are associated with violent crime including shootings, assaults, and robberies; and

**WHEREAS**, research also shows that the proliferation of off-premises alcohol outlets is associated with higher rates of drug overdose; and

**WHEREAS**, the United States Department of Health and Human Services has identified density of off-premises alcohol outlets in neighborhoods as a risk factor for youth and young adult substance abuse; and

**WHEREAS**, the Spokane City Council unanimously adopted Ordinance C36634 on February 3, 2025, establishing an alcohol impact area within the boundaries of the downtown police precinct; and

**WHEREAS**, the City of Spokane is in the voluntary compliance period and is required by WAC 314-12-215 make good-faith efforts, such as changing land use, to reduce illegal activity associated with liquor sales and to promote public health and safety; and

**WHEREAS**, the City of Spokane is in the process of updating its Comprehensive Plan by year 2026; and

**WHEREAS**, the Spokane City Council has identified an immediate need to protect and preserve public assets such as schools, parks, and community centers from the potential public health and public safety impacts of off-premises alcohol outlets; and

**WHEREAS**, the Spokane City Council intends to utilize the authority granted under

RCW 36.70A.390 to adopt interim zoning standards to protect and preserve public assets from the potential public health and public safety impacts of off-premises alcohol outlets; and

**WHEREAS**, pursuant to RCW 36.70A.390, the City Council may adopt an interim official control that may be effective for one year if a work plan is developed for related studies; and

**WHEREAS**, RCW 36.70A.390 authorizes the enactment of an interim official control without a hearing; and

**WHEREAS**, pursuant to RCW 36.70A.390, when the City Council adopts an interim official control without holding a public hearing on the proposed interim official control, it must hold a hearing on the adopted interim official control within at least sixty days of its adoption; and

**WHEREAS**, the Spokane City Council finds that the interim official control imposed by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

**WHEREAS**, the Spokane City Council finds that the application for and the acquisition of businesses offering alcohol for sale for off-premise consumption is increasing, and creating a dangerous situation that is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to public health and safety; and

**WHEREAS**, the normal course of legislative procedures of the Spokane City Council cannot timely address the threat without the threat of applications and nonconforming uses vesting under the existing code, thereby causing or exacerbating harm to the community or government functions;

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

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 5 below.

**Section 2. Purpose.** The purpose of this interim official control is to prohibit the siting of off-premises alcohol outlets within 500 feet of the property line of any public school, private school, property hosting ECEAP or Head Start early learning programs, community center, library, or park.

**Section 3. Duration of Interim Official Control.** The interim official control imposed by this Ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate how to make these standards permanent pursuant to the City’s public notice and participation process set forth in SMC 17G.025.

**Section 4. Work Plan.** Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of off-premises alcohol outlets during the update to the City’s Comprehensive Plan.

**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 official control on June 16, 2025. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim official control.

**Section 6.** That there is adopted a new Chapter 17C.348 of the Spokane Municipal Code to read as follows:

Chapter 17C.348     Zoning Standards for Off-Premises Alcohol Outlets

17C.348.010         Purpose

17C.348.020         Definitions

17C.348.030         Zoning Standards for Off-Premises Alcohol Outlets

## **Chapter 17C.348 Zoning Standards for Off-Premises Alcohol Outlets**

### **Section 17C.348.010 Purpose**

This chapter provides zoning standards for off-premises alcohol outlets.

### **Section 17C.348.020 Definitions**

- A. “Community Center” means a publicly-owned property or non-profit facility where community members gather to socialize, participate in recreational or educational activities, learn, and/or seek counseling or support services. Community centers house a variety of programs and can be open to everyone in a community or only to a particular group, such as youth or seniors.
- B. “Grocery establishment” means a retail store in this state that is over 15,000 square feet in size and that sells primarily household foodstuffs for off-site consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products,

canned foods, dry foods, beverages, baked foods, or prepared foods, and where the sale of household supplies or other products is secondary to the primary purpose of food sales.

- C. "Hotel" means buildings, structures, and grounds, having facilities for preparing, cooking, and serving food, that are kept, used, maintained, advertised, or held out to the public to be a place where food is served and sleeping accommodations are offered for pay to transient guests, in which twenty or more rooms are used for the sleeping accommodation of such transient guests. All hotel buildings, structures, and grounds must be located on adjacent property either owned or leased by the same person or persons.
- D. "Library" means the Spokane Public Library, as established under Chapter 6.06 of the Spokane Municipal Code, and all locations operated by the Spokane Public Library. It does not include Spokane Public Library kiosk locations.
- E. "Liquor" in this chapter shall mean the same as "liquor" defined in RCW 66.04.010.
- F. "Off-premises alcohol outlet" means a business that sells liquor intended to be consumed away from the point of sale. It does not include a grocery establishment, hotel, pharmacy, supermarket, or tavern.
- G. "Parks" means and includes all City parks, public squares, park drives, parkways, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, natural areas and any conservation land under the control of the park board.
- H. "Pharmacy" means every place properly licensed by the Pharmacy Quality Assurance Commission where the practice of pharmacy is conducted as defined by RCW 18.64.011(32).
- I. "Public or Private School" means any tax-supported elementary or secondary school or private school meeting the requirements of RCW 28A, and includes any facility hosting an Early Childhood Education Assistance Program or Head Start.
- J. "Supermarket", as designated by the North American Industry Classification System, means a business where the primary business activity is retailing a general line of food, such as canned and frozen foods; fresh fruits and vegetables; and fresh and prepared meats, fish, and poultry. It does not include Convenience Retailers or Gasoline Stations with Convenience Stores as defined by the North American Industry Classification System.

- K. "Tavern" means any establishment, with special space and accommodation for sale by the glass and for consumption on the premises, of beer or other fermented beverages.
- L. "Transit center" means a facility where multiple buses or trains can stop simultaneously.

### **Section 17C.34.030 Regulations for Off-Premises Alcohol Outlets**

- A. An off-premises alcohol outlet shall not be located within five hundred feet of the property line of any public school, private school, community center, library, or park. The owner or operator of an off-premises alcohol outlet shall be responsible for demonstrating that the proposed location is not within five hundred feet of the property line of a public school, private school, community center, library, transit center, or park.
- B. The measurement of the separation distance shall be measured as the shortest straight-line distance from the property line of any public school, private school, community center, library, transit center, or park to the property line of the off-premises alcohol outlet.
- C. Nothing in this chapter shall prohibit a person or entity from assuming ownership or operation of an existing off-premises alcohol outlet within the restricted area; provided, the person or entity assumes and maintains the necessary off-premises liquor license required by the Washington State Liquor and Cannabis Board and; provided further, said premises shall not be moved any closer to any public school, private school, community center, library, transit center, or park. Nonconforming off-premises alcohol outlets shall be subject to the provisions of SMC Chapter 17C.210 Nonconforming Situations.
- D. These zoning standards do not apply to grocery establishments, hotels, pharmacies, supermarkets, or taverns as defined in SMC 17C.348.020.

**Section 7. 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 8. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 9. Emergency Clause.** The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of



the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36699

**Cross Ref #****Project #****Council Meeting Date:** 06/02/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

SPENCER 6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

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

0650 - ORDINANCE TO PERMIT NEIGHBORHOOD COMMERCIAL IN NEW PUDS

**Agenda Wording**

Ordinance to Permit Neighborhood Commercial in New Planned Unit Developments

**Summary (Background)**

Planning staff are conducting significant public engagement efforts as part of the Comprehensive Plan update. One of the most common requests from the public has been to increase opportunities for commercial uses that serve daily needs to locate within neighborhoods. The SMC already authorizes this in some situations. The proposed ordinance would expand opportunities for commercial development in new residential neighborhoods while placing limits to ensure the commercial activity is compatible with residential neighborhoods. This is proposed as an interim zoning ordinance. If adopted, planning staff would continue to study the proper implementation of this topic and include permanent changes in the Comprehensive Plan update. Adopting this on an interim basis allows forthcoming plats to provide this important community amenity without waiting for the full update to be completed.

**What impacts would the proposal have on historically excluded communities?**

Residents of all neighborhoods, including those in lower-income neighborhoods, benefit from increased access to small-scale commercial businesses that provide goods and services. Increasing neighborhood access to small-scale commercial reduces the need to own and operate a car, empowers children to be independent, and can open up opportunities for residents to own and operate a business.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

**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?**

• Comp Plan policy LU 1.3 - Small-format retail and medical uses are complementary to low-intensity residential neighborhoods • Comp Plan policy LU 4.2 - Provide a compatible mix of housing and commercial uses • Comp Plan policy H 1.4 – Locate new residential development where services are available • Comp Plan policy H 2.4 – Link housing with other uses, including daily-needs services • Comp Plan policy N 7.1 – Increase public gathering places within neighborhoods • Comp Plan policy N 2.1 – Ensure neighborhoods offer cultural, social, and recreational opportunities • Sustainability Action Plan strategy TL 1.1 – Increase housing in proximity to employment opportunities and activity centers • Sustainability Action Plan strategy TL 1.6 – Allow

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		eking@spokanecity.org	

## ORDINANCE NO C36699

An ordinance adopting an interim official control; modifying section 17G.070.030 of the Spokane Municipal Code to authorize the inclusion of small-scale commercial establishments in planned unit developments.

WHEREAS, the City of Spokane is in the midst of the periodic update to its Comprehensive Plan; and

WHEREAS, significant public engagement on the periodic update has already occurred and more engagement will continue to occur; and

WHEREAS, one of the most popular suggestions to come forward during public engagement has been a desire to create more opportunities for small-scale commercial uses to serve residential neighborhoods; and

WHEREAS, the Comprehensive Plan includes many policies that support neighborhood-based small-scale commercial uses, including LU 1.3, LU 43.2, H 1.4, H 2.4, N 2.1, and N 7.1; and

WHEREAS, the Sustainability Action Plan also includes strategies that support neighborhood-based small-scale commercial uses, including TL 1.1 and TL 1.6; and

WHEREAS, the City Council has included consideration of small-scale commercial uses in residential neighborhoods as a work item on the Plan Commission work plan; and

WHEREAS, plats that are likely to come forward prior to adoption of the updated Comprehensive Plan and the Unified Development Code will establish buildings and uses that persist for many decades; and

WHEREAS, the work involved in the periodic update will include further consideration of the inclusion of small-scale commercial uses in residential neighborhoods; and

WHEREAS, RCW 36.70A.390 authorizes the adoption of interim zoning controls for up to one year with the inclusion of a work plan; and

WHEREAS, these proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; -- Now, Therefore,

The City of Spokane does ordain:

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council findings in support of the adoption of this ordinance.

**Section 2. Purpose.** The purpose of this ordinance to authorize small-scale commercial uses within residential planned unit developments, subject to limitations that ensure such uses complement the residential neighborhood.

**Section 3. Public Hearing.** The hearing required under RCW 36.70A.370 was held at the time of adoption of this ordinance.

**Section 4. Duration of Interim Official Control.** The interim official control established by this ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this ordinance.

**Section 5. Work Plan.** Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of commercial uses in residential neighborhoods during the periodic update to the City's Comprehensive Plan.

**Section 6.** That section 17G.070.030 of the Spokane Municipal Code is amended as follows:

### Section 17G.070.030 Development Standards

#### A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:
  - a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:
    - i. community building with indoor and/or outdoor recreation facilities;
    - ii. recreational vehicle and personal storage area;
    - iii. consolidated guest parking facilities.
  - b. Retail sales and service uses and office uses are permitted subject to the following limitations:
    - i. The PUD site is larger than 50 acres; and
    - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of four thousand (4,000) square feet each; and
    - iii. The average square footage of all retail sales and service uses and office uses shall not exceed three thousand five hundred (3,500); and

- iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and
- vi. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and
- vii. Outdoor seating is permitted and is counted towards the square footage of the retail sales and service or office use unless provided in the right-of-way through the appropriate permitting process; and
- viii. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and
- ix. Prohibited uses include but are not limited to:
  - A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
  - B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
  - C. Drive-through Facilities
  - D. Adult Business
  - E. Commercial Parking
  - F. Mini-Storage Facilities
  - G. Quick Vehicle Servicing

- 2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:
  - a. Retail sales and service uses and office uses are permitted subject to the following limitations:
    - i. The PUD site is larger than ten acres,
    - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
    - iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

- iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
- v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
- vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.



For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

- a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
- b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
- c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

- a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
- b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
- c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

- a. The minimum lot size, lot depth and lot width standards may be modified.
- b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

a. Front and rear yard setbacks.

- i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
- ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
- iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

b. Side Yard Setbacks.

- i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.

- ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

- a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
- b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:
  - a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
  - b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
  - c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
  - a. A homeowners' or property owners' association as regulated by state law.
  - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not "turn its back" on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

**Section 7. 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 8. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_

Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/13/2025

**Clerk's File #**

RES 2025-0045

**Cross Ref #****Project #**

2025015

**Council Meeting Date:** 06/23/2025**Submitting Dept**

INTEGRATED CAPITAL

**Bid #****Contact Name/Phone**

KEVIN PICANCO 6088

**Requisition #****Contact E-Mail**

KPICANCO@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

KKLITZKE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

4250 - 6 YEAR STREET PROGRAM (2026-2031) ANNUAL UPDATE 2025015

**Agenda Wording**

Adoption of 6-year Comprehensive Street Program - 2026-2031.

**Summary (Background)**

In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is reviewed by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly. Executive Summary: • This annual update facilitates:

- o Compliance with the Growth Management Act and RCW 35.77.010,
- o City of Spokane can qualify for grant and low interest loan funds,
- o Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program.

• Draft Project Reconciliation (Table attached) Fifteen new projects are being added to the program this year. The list of new projects being added to the program is attached and an overview of these projects will be presented at committee.

**What impacts would the proposal have on historically excluded communities?**

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

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	DAVIS, MARCIA		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	SCOTT, ALEXANDER		
<b>Distribution List</b>			
		kpicanco@spokanecity.org	
eraea@spokanecity.org			

## **RESOLUTION 2025-**

**WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2026 through 2031; and**

**WHEREAS, the Spokane City Plan Commission, on May 14, 2025, following a public hearing, found the 2026-2031 Six-Year Comprehensive Street Program to be in full conformance with the City's Comprehensive Plan; and**

**WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the 2026-2031 Six-Year Comprehensive Street Program;**

**WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the 2026-2031 Six Year Comprehensive Street Program at 6:00 pm., at City Hall in Spokane, Washington on the 23<sup>rd</sup> day of June, 2025.**

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended 2026-2031 Six Year Comprehensive Street Program is hereby adopted; and,**

**BE IT FURTHER RESOLVED, that a copy of the revised and extended 2026-2031 Six Year Comprehensive Street Program, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.**

**BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the 2026-2031 Six Year Comprehensive Street Program;**

**Adopted this 23<sup>rd</sup> day of June, 2025**

\_\_\_\_\_  
**Terri Pfister, City Clerk**

**Approved as to Form:**

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

STREET PROGRAM RECONCILIATION SHEET							
( Comparing 2026-31 against 2025-30 6yr. Program )							
New Projects Added to Six-Year Program (2026-2031)							
Section/ Funds CN Year	Project Name	Project Description	Purpose Statement	Project Phase Fully Funded			Cost Estimate
				Planning	Design	Constr.	
Pedestrian & Bikeways 2026 / 27	High Visibility Crosswalks	Replace standard crosswalks with high-visibility continental style crosswalks at over 30 arterial signalized locations.	Improve pedestrian safety.	n/a	Yes	Yes	\$1.7M
Pedestrian & Bikeways 2026 / 27	Driscoll Sidewalk - Garland to Wellesley	Sidewalk infill, install or upgrade ADA ramps.	Improve pedestrian mobility and access to transit.	n/a	Yes	Yes	\$1.7M
Pedestrian & Bikeways 2026 / 27	Spokane School Walk Routes	Install ADA ramps, sidewalk infill, implement pedestrian crossing improvements.	Improve student safety and access to school.	n/a	Yes	Yes	\$2.0M
Pedestrian & Bikeways 2027	Assembly / Wellesley Improvements (tentative pending grant award)	Install new traffic signal, install infill sidewalk west of the intersection. Reduce roadway travel lanes to a three lane section with center turn lane.	Improve pedesitrian safety and access to middle school. Upgrade intersection control for safety and capacity. Right size the Assembly St. lane configuration.	n/a	Yes	Yes	\$2.3M
Pedestrian & Bikeways 2027	Grand Blvd. - 29th to 37th - Bike/Ped Improvements (tentative pending grant award)	Install protected bike lanes, modify lane widths. Install ped crossing improvements.	Add dedicated, protected bike lanes. Improve pedesitrian safety and access to middle school. Upgrade intersection control for safety and capacity.	n/a	Yes	Yes	\$1.8M
Pedestrian & Bikeways 2027	29th Ave. - SE Blvd. to Ray St. - Bike/Ped Improvements (tentative pending grant award)	Modify lane configuration from four to three lanes. Add protected bike lanes. Modify Regal intersection and traffic signal to add EB right turn lane and modify signal phasing and operation. Install enhanced pedestrian crossings.	Add dedicated, protected bike lanes to improve bike accesibility and safety. Improve pedesitrian safety.	n/a	Yes	Yes	\$3.7M
Capital Improvements 2025 / 26	Myrtle St.-Wellesley to Rowan & Rowan Ave.- Sycamore to Myrtle	Pave existing gravel roadway, install sidewalks and storm water infrastructure.	Improve roadways to city standards including complete street improvements.	n/a	Yes	Yes	TBD
Pedestrian & Bikeways 2028-30	Division St. BRT Active Transportation	Install bike and pedestrian improvements on corridors adjacent or connecting to Division St.	Improve access to transit. Improve pedestrian and bike safety and mobility.	Yes	Yes	No	TBD
Pedestrian & Bikeways 2027	27 x 2027 Bike Network	Construct a series of improvements along the defined 27x2027 route, include bike/ped crossing enhancements at arterial crossings, protected bike lanes on arterial portions of the route, wayfinding.	Provide more complete bike routes, eliminate barriers and gaps, particularly at arterial crossings.	n/a	Yes	No	\$8.5M
Capital Improvements 2026 / 27	Rowan at Maple & Ash Traffic Signals	Install new traffic signals at the Rowan/Maple and Rowan/Ash intersections.	Improve vehicular safety and traffic operations at intersection. Improve pedestrian mobility and safety through intersection control.	n/a	Yes	Yes	\$1.2M
Capital Improvements	Market / Haven Two-Way Conversion	Transportation planning study to examine converting Market and Haven Streets to two-way operation.	Calm and slow traffic through Hillyard business district. Right size streets for anticipated traffic.	Yes	No	No	TBD
Capital Improvements 2030 / 31	Sprague Ave. - Post to Division	Initiate project planning to define scope of work. Anticiapted to be a collaborative project with STA to incorporate HPT stop improvements. Potential improvements include full street reconstruction, traffic signal replacement, lane configuration and cross section revisions, sidewalk and ADA ramp improvements along with utility replacements and upgrades.	Address pavement condition issues and need for utility replacement. Facillitate transit system improvemnts and improve pedestrian mobility and access.	Yes	No	No	TBD
Impact Fees 2030	Sunset / Assembly Traffic Signal	Install new traffic signal, intersection channelization, curb ramps and associated improvements.	Address intersection capacity deficiency.	Yes	Yes	No	\$950k
Impact Fees 2031	37th / Ray Intersection Improvements	Install a traffic signal or roundabout at the 37th/Ray intersection. Install a traffic signal at the 37th/Freya intersection. Add shared-use path. Improve sidewalks.	Address intersection capacity deficiency. Improve bike/ped mobility and safety.	n/a	Yes	No	\$6.3M
Impact Fees 2030	Hatch Rd. / 57th Ave. Intersection Improvements	Install a traffic signal or roundabout at the intersection.	Address intersection capacity deficiency. Improve intersection safety.	Yes	Yes	No	\$1.9M
Projects Completed or Removed from Six-Year Program							
Section	Project Name	Comment	Status				
Bridge	Post St. Bridge		Completed in 2024				
Bridge	Washington/Stevens Bridges		Completed in 2024				
Capital Improvements	Market/Monroe/29th Grind & Overlays		Completed in 2024				
Capital Improvements	29th/Washington/Monroe/Lincoln Grind & Overlays		Completed in 2024				
Capital Improvements	Thor / Freya Couplet		Completed in 2024				
Capital Improvements	Maple / Walnut Grind & Overlay		Expected completion 2025				
Capital Improvements	Wellesley Ave. Chip Seal		Expected completion 2025				
Pedestrian & Bikeways	Stevens Elem SRTS		Expected completion 2025				
Pedestrian & Bikeways	Scott Elem SRTS		Expected completion 2025				
Pedestrian & Bikeways	Lincoln St. Ped-Bike Safety		Expected completion 2025				
Pedestrian & Bikeways	Maxwell Ave. Ped-Bike Safety		Expected completion 2025				