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 November 17, 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 November 17, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 314 58728; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 889 02614; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, November 14, 2025, and ending at 6:00 p.m. on Monday, November 17, 2025, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on November 17, 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 withing 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

FINAL COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 17, 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 PAUL DILLON
COUNCIL MEMBER SHELBY LAMBDIN
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER KITTY KLITZKE
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

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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. Purchase from Bud Clary Chevrolet (Longview, WA) of two new Chevrolet Blazer Electric Vehicles for Spokane Fire Department CARES team—$94,158.41 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone) Anne Raven	Approve	OPR 2025-0769
2. Brush and Fuels Service Agreement with the Washington State Department of Ecology to provide Washington Conservation Corps members to complete environmental or disaster services projects—$72,380. (Council Sponsors: Council President Wilkerson and Council Member Bingle) Lance Dahl	Approve	OPR 2025-0765
3. Accept grant funding from the Department of Justice Office of Community Oriented Policing Services from the Law Enforcement Mental Health and Wellness Act grant program—$186,250 Revenue. (Relates to Special Budget Ordinance C36792) (Council Sponsors: Council President Wilkerson and Council Member Zappone) Matt Cowles	Approve	OPR 2025-0766
4. Accept Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Grant	Approve	OPR 2025-0767

	fiscal years 2025 to 2027 (formally known as BHU Grant)—$620,000 Revenue. (Relates to Special Budget Ordinance C36793) (Council Sponsors: Council President Wilkerson and Council Member Zappone) **Matt Cowles**		
5.	**Consultant Agreement with LSB Consulting Engineers (Spokane) for Structural Engineering On-Call Services for 2026-2027 (Non-Federal Aid)—not to exceed $750,000.00. (Various Neighborhood Councils). (Council Sponsors: Council Member Klitzke)** **Jonathan Adams**	**Approve**	**OPR 2025-0774** **ENG 2025077**
6.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through November 7, 2025, total $8,777,093.09, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $8,589,609.29.		**CPR 2025-0002**
	b. Payroll claims of previously approved obligations through November 8, 2025: $9,984,681.73.		**CPR 2025-0003**
7.	**Minutes: City Council Meeting Minutes: October 20, 2025.**	**Approve All**	**CPR 2025-0013**
8.	**Grant Agreement with the Department of Ecology to develop and implement a regional Stormwater Education program for communities with a NPDES Permit II—$250,475 Revenue (Council Sponsors: Council Members Klitzke and Bingle)** **Kirstin Davis** **(Deferred as amended from November 10, 2025, Agenda, to November 17, 2025, Agenda, during November 10, 2025, 3:30 p.m. Agenda Review Session)**	**Approve**	**OPR 2025-0748**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36790 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to increase Fire's overtime budget, and declaring an emergency. (Relates to Consent Agenda Item No. 1 – OPR 2025-0729) (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Jessica Stratton

ORD C36791 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to realize wildfire mobilization reimbursements, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Tom Williams

ORD C36792 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to accept a LEMHWA (Law Enforcement Mental Health and Wellness Act) Grant, and declaring an emergency. (Relates to Consent Agenda Item No. 3 – OPR 2025-0766) (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Matt Cowles

ORD C36793 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it accept a Mental Health Field Response Grant, and declaring an emergency. (Relates to Consent Agenda Item No. 4 – OPR 2025-0767) (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Matt Cowles

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0098 **Providing for the sale of surplus City property. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)**
Dave Steele

RES 2025-0095 **Committing the City Council to regularly hosting Community Days and develop an engagement strategy. (Council Sponsors: Council Member Lambdin and Dillon)**

(Deferred as amended from November 10, 2025, Agenda, to November 17, 2025, Agenda, during November 10, 2025, 3:30 p.m. Agenda Review Session)

~~ORD C36752~~ ~~Concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 7, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new sections 03.07.350 and 08.15.150 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)~~
~~Chris Wright~~

(First Reading deferred from November 10, 2025, Agenda, to November 17, 2025, Agenda, during November 10, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to November 24, 2025, Agenda)

ORD C36775 **(To be considered under Hearings Item H3.)**

Council President Wilkerson requests motion to defer the following items to December 1, 2025, Agenda (ORD C36776 and ORD C36777):

ORD C36776 **Relating to municipal sewer services, amending multiple sections of Chapter 13.03, repealing section 13.03.1208, and amending sections 13.05.010, 13.05.020, and 13.05.030 of Chapter 13.05, all of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Chris Averyt

(As amended during November 3, 2025, 3:30 p.m. Agenda Review Session)

ORD C36777 **Relating to municipal water services, amending multiple sections of Chapter 13.04, and repealing sections 13.04.2006, 13.04.2008, and 13.04.2018, all of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Chris Averyt

(As amended during November 3, 2025, 3:30 p.m. Agenda Review Session)

~~ORD C36778~~ ~~Prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)~~
~~Jackson Deese~~

(First Reading deferred from November 10, 2025, Agenda, to November 17, 2025, Agenda, during November 3, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to November 24, 2025, Agenda)

ORD C36780 Relating to General Facilities Charges (GFCs) for public utilities and services; amending SMC sections 13.03.0734, to chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Bingle)
Nate Sulya

ORD C36781 Relating to transportation impact fees; amending SMC section 17D.075.180 to chapter 17D; of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Bingle)
Nate Sulya

ORD C36786 (To be considered under Hearings Item H2.)

~~**ORD C36794** Adopting a Mid-Biennial Modification Budget for the City of Spokane, Washington, for the year 2026, and setting forth in summary form the totals of estimated revenues and appropriations for each separate fund, and providing an effective date. (Council Sponsors: Council Members Dillon and Cathcart)~~
~~Jessica Stratton~~

(Final Reading deferred from November 17, 2025, Agenda, to November 24, 2025, Agenda, during November 10, 2025, 3:30 p.m. Agenda Review Session)

ORD C36801 Adopting a local option transportation tax for commercial parking for the purpose of funding transportation system and safety improvements, and establishing incentives for efficient land use that meet the goals of the City's Comprehensive Plan; amending the title of SMC Chapter 08.07D, Section 08.07D.060, adopting a new Chapter 08.22 to Title 08 to the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Dillon)

Wilkerson Proposed Amendment:

- Request motion to amend Final Reading Ordinance C36801 with an updated revised version filed November 12, 2025, and included in agenda packet under Final Reading Ordinance C36801.

(Added to November 10, 2025, Agenda, as a First Reading Ordinance during November 3, 2025, 3:30 p.m. Agenda Review Session)

FIRST READING ORDINANCES

ORD C36769 (To be considered under Hearings Item H1.)

ORD C36778 Prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)
Jackson Deese

(As amended during November 10, 2025, 3:30 p.m. Agenda Review Session) (First Reading deferred from November 10, 2025, Agenda, to November 17, 2025, Agenda, during November 3, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to November 24, 2025, Agenda)

ORD C36752 **Concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 7, 8, 10, 12, 13, 15 and 16A of the Spokane Municipal Code, and adding new sections 03.07.350 and 08.15.150 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**
Chris Wright

(First Reading deferred as amended from November 10, 2025, Agenda, to November 17, 2025, Agenda, during November 10, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to November 24, 2025, Agenda)

Council President Wilkerson requests motion on behalf of City Administration to suspend Council Rules and add the following items (ORD C36811, ORD C36812, ORD C36813, ORD C36814, and ORD C36815):

ORD C36811 **Relating to the annual rates for water utility and services; amending chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

ORD C36812 **Relating to the annual rates for the sewer utility and services; amending chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

ORD C36813 **Relating to the annual rates for the solid waste utilities and services; amending chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

ORD C36814 **Relating to Utilities, Franchise Taxes; amending section 08.10.030(A)(3), (4) and (7) to chapter 08.10 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

ORD C36815 **Relating to the annual rates for water-wastewater public utilities and services; amending chapter 13.035 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

		RECOMMENDATION	
H1.a.	Hearing on vacation of a portion of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street, as requested by owners having an interest in real estate abutting the right-of-way.	Hold Hrg/ Close Hrg/ Approve Subject to Conditions	
b.	First Reading Ordinance C36769 vacating a portion of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street. (Council Sponsors: Council Members Bingle and Dillon) Eldon Brown	Further Action Deferred	ORD C36769
H2.	Hearing on Final Reading Ordinance C36786 of the City of Spokane, Washington, adopting a Six-year Citywide Capital Improvement Program for the years 2026 through 2031. And amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Jessica Stratton	Hold Hrg / Pass Upon Roll Call Vote	ORD C36786
H3.	Hearing on Final Reading Ordinance C36775 Relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285. (Council Sponsors: Council Members Bingle and Dillon) Megan Duvall	Hold Hrg / Pass Upon Roll Call Vote	ORD C36775
H4.	Continued Hearing on 2026 Mid-Biennium Modification Budget. (Continued from November 10, 2025, Agenda) (Council Sponsors: Council President Wilkerson and Council Member Dillon)	Hold Hrg / Close Hrg	FIN 2025-0001

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://my.spokanecity.org/citycouncil/meetings/signup/. (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.

ADJOURNMENT

The November 17, 2025, Regular Legislative Session of the City Council is adjourned to November 24, 2025.

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

NOTES

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	10/22/2025		
Clerk's File #	OPR 2025-0769		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	WA ST 28423
Contact Name/Phone	ANNE RAVEN (509)625-7091	**Requisition #**	RE 20827
Contact E-Mail	ARAVEN@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVAL TO PURCHASE TWO NEW CHEVROLET BLAZER ELECTRIC VEHICLES.		

Agenda Wording

Approval to purchase two new Chevrolet Blazers Electric Vehicles for Spokane Fire Department CARES team.

Summary (Background)

Utilizing opioid dollars the SFD CARES team was able to expand its team as well as its services in the last year. We currently have two newer vehicles in good working order but unfortunately we have two older vehicles which are frequently breaking down and are nearing end-of-life. When vehicles break down those outreach teams become incapacitated and cannot continue their important work. One of the vehicles we are looking to replace is a 2001 Ford Expedition and the other is a 2008 Chevrolet Uplander van. Both of the Chevrolet blazers will be all electric and have all wheel drive so they can operate safely in winter weather. We would utilize opioid dollars for this purchase.

What impacts would the proposal have on historically excluded communities?

Not applicable – This request for approval is for apparatus purchase.

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 – This request for approval is for apparatus purchase.

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

Not applicable – This request for approval is for apparatus purchase.

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

This proposal aligns with the SFD CARES Expansion Plan, and provides provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner. These apparatus meet the Sustainability Action Plan by having an electric motor with. Additionally, SFD used government contract pricing through the Contract Automobile Request System, (CARS), to get the lowest price possible.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 94,158.41
Current Year Cost	$ 94,158.41
Subsequent Year(s) Cost	$ N/A

Narrative

SFD seeks approval to purchase two new EV Chevrolet Blazers to meet the needs of the CARES Outreach teams by providing safer and more reliable apparatus for them to get to their clients and perform outreach.

Amount		Budget Account
Expense	$ 94,158.41	# 1970-35130-94220-56404-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	REDING, RYAN	PS EXEC REVIEW	MCDANIEL, ADAM
Division Director	DAHL, LANCE	PURCHASING	WAHL, CONNIE
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Tom Williams tmwilliams@spokanecity.org	Kyle Haugen khaugen@spokanecity.org
Thea Prince tprince@spokanecity.org	Kyle Chase kcchase@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	

Chase, Kyle C.

From: NOREPLY@des.wa.gov
Sent: Tuesday, October 21, 2025 08:08
To: Chase, Kyle C.
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2025-10-418 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2025-10-418 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423
Dealer: Bud Clary Chevrolet (W262)
Dealer Contact: Becky Davis
Dealer Phone: (360) 423-1700

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: kcchase@spokanecity.org
Quote Notes: Vehicles for CARES Program
Vehicle Location: SPOKANE CITY

Color Options & Qty

Sterling Gray Metallic (GXD) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03032-0001	2026 Chevrolet Blazer EV 4dr LT(1MC26) FWD with AWD option (BEV)	2	$37,213.00	$74,426.00
2026-03032-0003	***UPGRADE OPTION TO AWD 4LT***	2	$4,409.00	$8,818.00
2026-03032-0022	VEHICLE DELIVERY - PLEASE SELECT ONE:(REQUIRED)	2	$0.00	$0.00
2026-03032-0025	Delivery to customer location in Eastern Washington. (DLR)	2	$400.00	$800.00
2026-03032-0201	Two (2) Extra Keys, 5/6 button, for EV vehicles. (Chevy) (DLR)	2	$841.00	$1,682.00
2026-03032-0204	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	2	$76.00	$152.00
2026-03032-0205	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	2	$52.00	$104.00
2026-03032-0206	Mud Flaps, Front, EV only (DLR)	2	$220.00	$440.00
2026-03032-0207	Mud Flaps, Rear, EV only (DLR)	2	$220.00	$440.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	2
Sub Total:	$86,862.00
8.4 % Sales Tax:	$7,296.41
Quote Total:	$94,158.41

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	10/22/2025		
Clerk's File #	OPR 2025-0765		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	CR27943
Contact Name/Phone	LANCE DAHL (509)625-7040	**Requisition #**	
Contact E-Mail	IDAHL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	BRUSH AND FUELS SERVICE AGREEMENT WITH DEPARTMENT OF ECOLOGY		

Agenda Wording

Agreement to provide Washington Conservation Corps members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

Summary (Background)

The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. That grant has a five-year period of performance and a total award amount of $1,878,000.Given the scope of the work to be done and the timeline, the department would like to partner with multiple agencies and/or contractors to increase work crew availability. This agreement between the City and WA State Department of Ecology would provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land.

What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is $1,504.00 lower than 80% of Washington's median household income, which is $61,605.00. The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental

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 work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 72,380
Current Year Cost	$ 72,380
Subsequent Year(s) Cost	$ N/A

Narrative

Original grant award of $1,878,000 with a 25% match required ($375,000) over 5 years. The City has commitments from Avista Utilities ($125,000 over 5 years) and Conservation Futures ($50,000). Spokane Parks & Rec has committed $50,000 for 2024 & 2025

Amount		Budget Account
Expense	$ 72,380	# 1440-93546-22300-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No

Expense Occurrence	One-Time

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

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

Approvals		Additional Approvals	
Dept Head	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Division Director	DAHL, LANCE	PURCHASING	PRINCE, THEA
Accounting Manager	BAIRD, CHRISTI	ACCOUNTING -	BAIRD, CHRISTI
Legal	HARRINGTON,		
For the Mayor	SCOTT, ALEXANDER		

Distribution List

Josiah Downey (Signer) jdow461@ecy.wa.gov	Nick Jeffries njeffries@spokanecity.org
Lance Dahl idahl@spokanecity.org	Thea Prince tprince@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	

DEPARTMENT OF ECOLOGY
State of Washington

AGREEMENT NO WCC-25020

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY
AND

City of Spokane, Spokane Fire Department(SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Spokane, Spokane Fire Department, hereinafter referred to as the "SPONSOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2025 and be completed on 9/30/2026 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed $72,380. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services @$1,540/day for 47 days	72,380
Total SPONSOR Cost	$72,380
	Above cost not to be exceeded

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is $346,957 annually per WCC Crew consisting of five WCC Members and one WCC Supervisor and/or $45,907 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement 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.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

MUTUAL AGREEMENT

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, 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.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HERIN

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

AGREEMENT MANAGEMENT

The program manager 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 Agreement.

The Contract Manager for ECOLOGY is:	The Contract Manager for SPONSOR is:
Josiah Downey PO Box 47600 Olympia, WA 98504 (360)480-2603 jdow461@ecy.wa.gov	Lance Dahl 44 W Riverside Ave Spokane WA 99201 5099811176 idahl@spokanecity.org

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

Signature Date

Printed Name, Title

SPONSOR
City of Spokane, Spokane Fire Department

Signature Date

Printed Name, Title

STATEMENT OF WORK
Appendix A

Work Summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.

2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.

3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.

4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.

5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.

6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

7. If inclement weather, including hazardous air quality, makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 169 days (approximately 42 weeks) during program service year (October-September).

2. Enroll members to begin service no sooner than October 1, 2025 and no later than October 16, 2025. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.

3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.

4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.

5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.

6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies and absences lasting 20 days or more. If a crew has two or fewer individuals available to serve, ECOLOGY will not bill for that service day.

7. If members are enrolled in Americorps, then these policies and procedures are in place:

   a. Members enrollment start and end dates will reflect the timeframe to complete a 1700-hour, full-term service year or a 1200-hour, three-quarter service term in order to receive an AmeriCorps Education Award.

   b. WCC members will have one day dedicated to MLK Community Service, listed in Appendix B.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.

2. Help promote WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo.

3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.

4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.

5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

6. If members are enrolled in AmeriCorps, then these policies and procedures are in place:

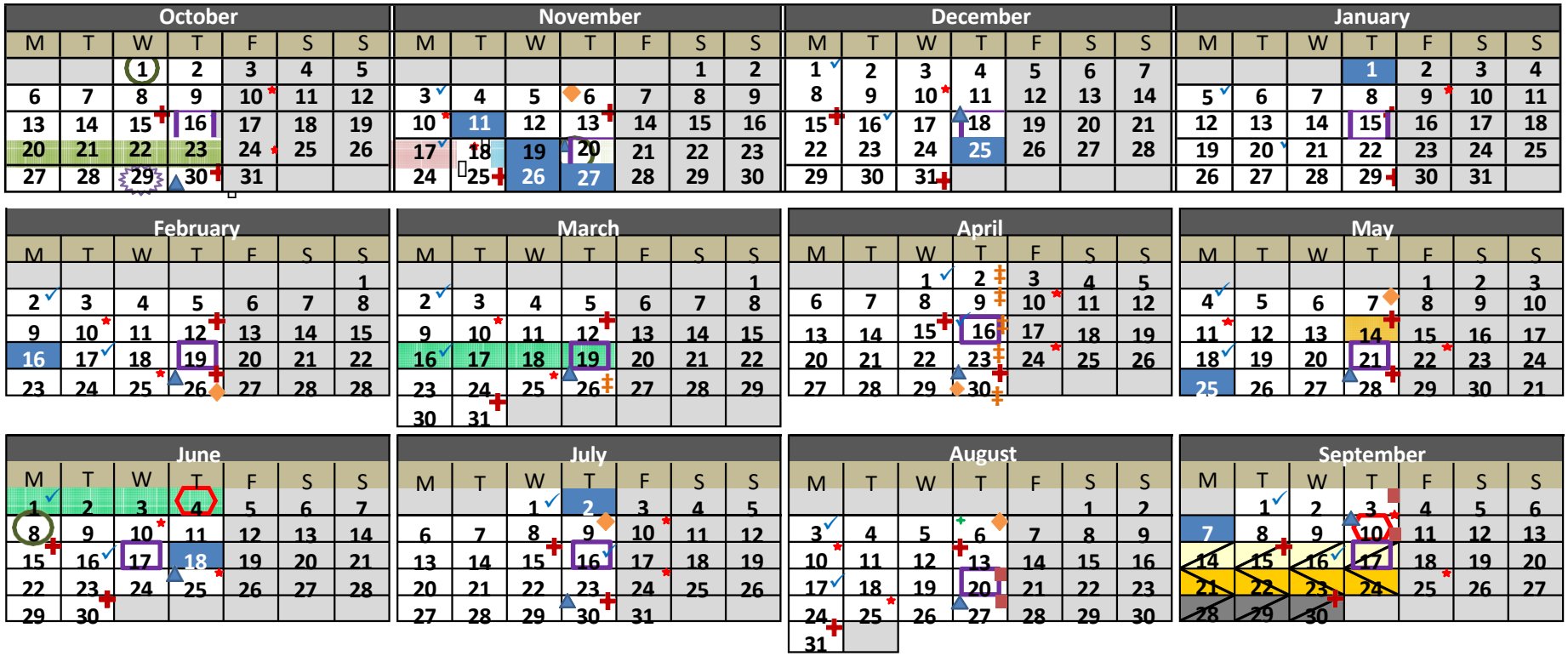
AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

A. Attempting to influence legislation;
B. Organizing or engaging in protests, petitions, boycotts, or strikes;
C. Assisting, promoting, or deterring union organizing;
D. Impairing existing contracts for services or collective bargaining agreements;
E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
H. Providing a direct benefit to—
    I. A business organized for profit;
    II. A labor union;
    III. A partisan political organization;
    IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
J. Providing abortion services or referrals for receipt of such services; and
K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

2025-2026 WCC Events Calendar



- Holiday (observed) - day off
- Orientation - regional
- Assistant supervisor training
- MLK: Supe holiday, member service day
- Individual placement meeting (in-person)
- Training conference
- 3/4-term member orientation (virtual)
- Extended management & ops meeting
- TBD — Spike (2 wks on special assignment)

- AmeriCorps swearing-in (0.5 day - virtual)
- Credit card log due
- eTime: Hours entered
- eTime: Prior pay period approval due
- Payday (10th & 25th, varies on weekends)
- Production (last Thursday of the month)
- Supervisors: Crew interviews
- Noxious weed control workshops

3/26 N. King County/Snohomish; 4/2 S. King County; 4/9 Central/E. WA; 4/16 Olympic; 4/23 S. Puget Sound; 4/30 Northwest

- Start date (FT/Oct. 3QT=10/1, Jan. 3QT=1/20, QT=6/8)
- PDPs due (Feb: Jan. 3/4 term, May: Oct. 3/4 term, Jul: QT)
- End date (FT/Jan. 3QT/QT=9/10, Oct. 3QT=6/4)
- End-of-year presentations

8/20 Olympic; 8/27 S. Puget Sound; 9/3 Central/E. WA, S. King County & N. King County/Snohomish; 9/10 Northwest

Shutdown Weeks:

- Supervisors: Finalize interviews/enrollment
- Supervisors: Cross-training
- Supervisors: All staff meeting & prep days

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	180
February	150
June	170
FT: Oct. 1-Sept. 10	1880

FT: 1700-hr min, $7,395 Ed Award

November	130
March	180
July	170
Oct. 3QT: Oct. 1-June 4	1350

December	180
April	180
August	170
Jan. 3QT: Jan. 20-Sept. 10	1300

3QT: 1200-hr min, $5,176.5 Ed Award

January	160
May	150
September	60
QT: June 8-Sept. 10	530

QT: 450-hr min, $1,956.35 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	10/22/2025
Clerk's File #	OPR 2025-0766
Cross Ref #	ORD C36792
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MATT COWLES 4115
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	ACCEPTANCE OF GRANT FUNDS – LAW ENFORCEMENT MENTAL HEALTH AND

Agenda Wording

The Spokane Police Department is requesting permission to accept grant funding in the amount of $186,250 from the Department of Justice, COPS Office, from the Law Enforcement Mental Health and Wellness Act grant program.

Summary (Background)

Earlier this year, SPD applied for and was awarded grant funding from the Dept. of Justice Office of Community Oriented Policing Services (COPS) to support a crucial need for mental health and wellness services to include posttraumatic growth training, stress reduction training, as well as nutritional and financial management training.

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?

A sergeant will be involved with the implementation of the various programs being provided by this grant and will obtain feedback on each program.

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

This grant and proposal aligns with SPD's Strategic Priority #4, "Increase Employee Wellness Strategies and Programmatic Opportunities".

Council Subcommittee Review

Public Safety and Community Health

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 186,250.00
Current Year Cost	$ 186,250.00
Subsequent Year(s) Cost	$ 0

Narrative

The grants funds will be utilized to cover things like officer wellness classes to include nutrition, sleep, stress reduction/mindfulness and financial wellness. Funds will be used throughout the grant cycle of 10/1/2025 through 9/30/2027.

Amount		Budget Account
Expense	$ 182,250.00	# 1620-91844-21400-54201-68035
Expense	$ 4,000.00	# 1620-91844-21400-53201-68035
Revenue	$ 186,250.00	# 1620-91844-99999-33116-68035
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	COWLES, MATTHEW	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
	SPDExecutiveStaff@spokanepolice.org
SPDFinance@spokanecity.org	karmstrong@spokanepolice.org

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD
City, State and Zip:	SPOKANE, WA 99201
Recipient UEI:	PDNCLY8MYJN3

Project Title: FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects - SPOKANE, CITY OF, WA	**Award Number:** 15JCOPS-25-GG-00456-LEMH
Solicitation Title: FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
Federal Award Amount: $186,250.00	**Federal Award Date:** 10/10/25

Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant

Opportunity Category: D
Assistance Listing:
16.070 - Law Enforcement Mental Health and Wellness Act

Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/27

Project Description:

The Spokane Police Department (SPD) would implement the Take Action project, which would include the following: Mental health checkups with a licensed mental health counselor available for all SPD employees. The checkups will normalize counseling, reduce the stigma around treatment, and serve as an introduction to other counseling resources. Anonymity and privacy safeguards are in place. Posttraumatic Growth (PTG) Training for all employees. PTG offers practices to improve mental health, to regulate thoughts, feelings, and actions, and to metabolize stress. Mindfulness/ Stress Reduction training with certified instructor. Training on nutrition (either registered dietician or PhD).Financial wellness training from a certified professional, to help employees reduce financial stress and help them prepare for unexpected emergencies. Training will include individual coaching, a budgeting app that links with the person's bank account, and 7 training modules. Make wellness resources available to all employees. SPD helps host a local annual First Responders Conference. These resources will include self-assessments for substance abuse and mental health, as well as copies of other wellness presentations from the Conference.

Award Letter

October 10, 2025

Dear Matthew Cowles,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing

Services (the COPS Office) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2025 FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is $186,250.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees

or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
PDNCLY8MYJN3

ORI Number

Street 1
808 W SPOKANE FALLS BLVD

Street 2

City
SPOKANE

State/U.S. Territory
Washington

Zip/Postal Code
99201

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00456-LEMH

Supplement Number
00

Federal Award Amount
$186,250.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.070	Law Enforcement Mental Health and Wellness Act

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency
COPS

Application Number
GRANT14445836

Grant Manager Name
Nicole Pruss

Phone Number
202-532-5936

E-mail Address
nicole.pruss2@usdoj.gov

Project Title
FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects - SPOKANE, CITY OF, WA

Performance Period Start Date
10/01/2025

Performance Period End Date
09/30/2027

Budget Period Start Date
10/01/2025

Budget Period End Date
09/30/2027

Project Description

The Spokane Police Department (SPD) would implement the Take Action project, which would include the following: Mental health checkups with a licensed mental health counselor available for all SPD employees. The checkups will normalize counseling, reduce the stigma around treatment, and serve as an introduction to other counseling resources. Anonymity and privacy safeguards are in place. Posttraumatic Growth (PTG) Training for all employees. PTG offers practices to improve mental health, to regulate thoughts, feelings, and actions, and to metabolize stress. Mindfulness/ Stress Reduction training with certified instructor. Training on nutrition (either registered dietician or PhD).Financial wellness training from a certified professional, to help employees reduce financial stress and help them prepare for unexpected emergencies. Training will include individual coaching, a budgeting app that links with the person's bank account, and 7 training modules. Make wellness resources available to all employees. SPD helps host a local annual First Responders Conference. These resources will include self-assessments for substance abuse and mental health, as well as copies of other wellness presentations from the Conference.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/27/25 2:44 PM

Comments
No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$4,000	$0	$4,000	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$182,250	$0	$182,250	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$186,250	$0	$186,250	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$186,250	$0	$186,250	
Federal Funds:	$186,250	$0	$186,250	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a 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 the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381,

et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ''severe forms of trafficking in persons,'' ''commercial sex act,'' ''sex trafficking,'' ''Abuse or threatened abuse of law or legal process,'' ''coercion,'' ''debt bondage,'' and ''involuntary servitude'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program

goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the
recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a
recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 27
Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet th

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 29
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 30
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 31
Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 32
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 33
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, $250,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 36
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 38
Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

Condition 39
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 (as defined in 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) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient’s COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 40
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, January 25, 2021.

Condition 41
Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant’s legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and

(2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/29/25 7:21 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time
no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
no value

Signed Date And Time
no value

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	10/22/2025
Clerk's File #	OPR 2025-0767
Cross Ref #	ORD C36793
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MATT COWLES 4115
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	ACCEPT WASPC MENTAL HEALTH FIELD RESPONSE GRANT FOR FY25-27

Agenda Wording

Acceptance of WASPC Mental Health Field Response Grant FY25-27 (formally known as BHU Grant)

Summary (Background)

Grant agreement between City of Spokane Police Department (SPD) and the Washington Association of Sheriffs and Police Chiefs (WASPC) to accept funding for the Mental Health Field Response Program. In previous years, SPD applied jointly with Spokane County for behavioral health grant funding through WASPC, however in 2025 SPD and the Spokane County applied separately. SPD was awarded a total of $620,000 to be used for supporting a mental health field response program, utilizing licensed mental health professionals with Frontier Behavioral Health.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 620,000.00
Current Year Cost	$ 620,000.00
Subsequent Year(s) Cost	$ 0

Narrative

Funds of $320,000 for year 1 and $300,000 for year 2 to be used for subcontracting with Frontier Behavioral Health

Amount		Budget Account
Expense	$ 620,000.00	# 1620-91842-21250-54201-68035
Revenue	$ 620,000.00	# 1620-91842-99999-33469-68035
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GBYRD	PS EXEC REVIEW	GBYRD
Division Director	GBYRD	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

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OPR 2025-0767

Washington Association of SHERIFFS & POLICE CHIEFS

Grant Award Agreement for

Mental Health Field Response

WASPC Grant Award Number

MHFR-25-011

This Grant Award Agreement is made by and between the **Washington Association of Sheriffs and Police Chiefs** (WASPC) and the **Spokane Police Department** (Grantee).

Grantee Name:
Spokane Police Department

Grantee Doing Business as (DBA):
NA

Tax Identification Number:
91-6001280

Unique Entity Identification Number:
PDNCLY8MYJN3

Grantee Mailing Address:
808 W Spokane Falls Blvd

City: Spokane **State:** WA **Zip Code:** 99201

Grantee Primary Contact Name and Title:
Dale Wells, SGT Behavioral Health Supervisor

Primary Contact Phone:
509-638-9037

Primary Contact Email:
dwells@spokanepolice.org

WASPC Primary Contact Name and Title:
Cheyenne Sanders

WASPC Contact Phone:
360-486-2389

WASPC Contact Email:
csanders@waspc.org

WASPC Mailing Address:
3060 Willamette Drive NE, Suite 200

City: Lacey **State:** WA **Zip Code:** 98516

Grant Program:
Mental Health Field Response

Authority for Award:
RCW 36.28A.440

Grant Start Date:
July 1, 2025

Grant End Date:
June 30, 2027

Total Award Amount: $620,000.00

Is the grantee a sub-recipient under this agreement?
☒ YES ☐ NO

Funding Source(s):
☐ State Non-Trueblood Phase I, II, and III
☒ State Trueblood Phase I, II, and III ($620,000.00)
☐ HCA Trueblood Expansion Grant

Purpose of Award:
To provide services to communities in Washington State as set forth in RCW 36.28A.440. and the grantee's grant application.

Service Area:
City of Spokane.

Grantee Signature	Printed Name	Title	Date Signed
	Matt Cowles		
WASPC Signature	**Printed Name**	**Title**	**Date Signed**
DocuSigned by: Jamie Weimer 0429DD062C5E4A6...	Jamie Weimer	Chief of Staff	8/13/2025

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GRANT AWARD

RECITALS

House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals. WASPC has determined that entering into an Agreement with the Spokane Police Department will meet WASPC's needs.

NOW THEREFORE, WASPC awards to the Spokane Police Department this Grant Award Agreement, the terms and conditions of which will govern Grantee's providing to WASPC the services and data from Grantee's Mental Health Field Response program.

IN CONSIDERATION of the mutual promises as set forth in this Grant Award Agreement, the parties agree as follows:

1 STATEMENT OF WORK (SOW)

The Grantee will provide the services and staff as described in Schedule A: Statement of Work.

2 DEFINITIONS

"**Agreement**" or "**Award**" means the same as "Grant" or "Grant Agreement" or "Grant Award Agreement."

"**Authorized Representative**" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"**Breach**" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

"**business daysand Hours**" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"**CFR**" means the Code of Federal Regulations. All references in this Agreement to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.ecfr.gov.

"**Community Agency**" means an organization that works with and supports people working through behavioral health challenges but does not directly provide treatment. The organization can be a nonprofit or government/public agency as defined in the application.

"**Confidential Information**" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, software source code or object code, or WASPC or State security information.

"**Contract**" where used, shall have the same meaning as "grant" "grant agreement" and "grant award agreement".

"**Contractor**" where used shall mean the same as "Grantee."

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"**Data**" means information produced, furnished, acquired, or used by Grantee in meeting requirements under this Agreement.

"**Effective** Date" means the first date this Agreement is in full force and effect.

"**Government/Public Agency**" means an educational service district, school district, law enforcement agency, therapeutic court or probation office, public health district, a recognized American Indian organization, an Urban Indian Health Organization, or a Tribe.

"**Grant**" or "**Grant Agreement**" or "**Grant Award Agreement**" means this grant document and all schedules, exhibits, attachments, incorporated documents and amendments.

"**Grantee**" means the Spokane Police Department, its employees, officers, and agents. Grantee includes any firm, provider, organization, individual or other entity performing services under this Grant Award Agreement. It also includes any Subgrantee retained by Grantee as permitted under the terms of this Agreement.

"**WASPC Grant Manager**" means the individual identified on the cover page of this Agreement who will provide oversight of the Grantee's activities conducted under this Agreement.

"**Overpayment**" means any payment or benefit to the Grantee in excess of that to which the Grantee is entitled by law, rule, or this Award, including amounts in dispute.

"**Proprietary Information**" means information owned by Grantee to which Grantee claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

"**Protected Health Information**" or "**PHI**" means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR § 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR § 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC § 1232g(a)(4)(b)(iv).

"**RCW**" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

"**Statement of Work**" or "**SOW**" means a detailed description of the work activities the Grantee is required to perform under the terms and conditions of this Agreement, including the deliverables and timeline, and is Schedule A hereto.

"**Subgrantee**" means a person or entity that is not in the employment of the Grantee, who is performing all or part of the business activities under this Agreement under a separate Agreement with Grantee. The term "Subgrantee" means Subgrantee(s) of any tier.

"**Subrecipient**" shall have the meaning given in 45 CFR § 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 CFR § 200.93, or any successor or replacement to such definition, for any other federal award.

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"**USC**" means the United States Code. All references in this Agreement to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at http://uscode.house.gov/.

"**WAC**" means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

3 SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Agreement includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of the Agreement;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with WASPC staff in Grantee's conduct of the services;

3.1.4 Conformance with WASPC directions regarding the delivery of the services;

3.1.5 Timely, accurate and informed communications;

3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

3.1.7 Regular, punctual attendance at all meetings;

3.1.8 Provision of high-quality services, and

3.1.9 Prior to payment of invoices, WASPC will review and evaluate the performance of Grantee in accordance with Agreement and these performance expectations and may withhold payment if expectations are not met or Grantee's performance is unsatisfactory as defined and evaluated by WASPC.

3.2 TERM

3.2.1 The initial term of the Award shall be July 1, 2025 and continue through June 30, 2027, unless terminated sooner as provided herein.

3.2.2 Work performed without an award or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Grantee. WASPC will not pay any costs incurred before the effective date listed on the face sheet attached to this agreement.

3.2.3 A completed Agreement is expected within 30 days following the letter of intent to award. In the event an Agreement is not signed (through no fault of WASPC) by the Grantee within 30 days, WASPC may elect to cease negotiations, and withdraw the award.

3.3 DATA COLLECTION

3.3.1 The Grantee shall utilize existing agency data collection resources to complete WASPC monthly invoice and report requirements.

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3.4 COMPENSATION

3.4.1 The Maximum Compensation payable to Grantee is $620,000.00. As this is a multi-year award it is subject to the following restrictions:

- The maximum amount payable to the Grantee for services rendered in year one (July 1, 2025-June 30, 2026) is $320,000.00. Funds that are not utilized from year one WILL NOT carry over to year two and are no longer able to be claimed by the Grantee under any circumstances.

- 3.4.1.2 The maximum amount payable to the Grantee for services rendered in year one (July 1, 2026-June 30, 2027) is $300,000.00. Funds that are not utilized from year two WILL NOT carry over to any other period and are no longer able to be claimed by the Grantee under any circumstances.

3.4.2 Grantee's compensation for services rendered will be based in accordance with Schedule A: Statement of Work.

3.5 INVOICE AND PAYMENT

3.5.1 Grantee must submit accurate invoices to WASPC utilizing the online billing tool made available to Grantee by WASPC. Invoices are due monthly and should be submitted no later than thirty (30) calendar days following the period for which services are billed. WASPC reserves the right to deny payment for invoices that are submitted forty-Five (45) calendar days beyond the period for which services were provided. An exception to this requirement may be found in 3.5.5.

3.5.2 Invoices must describe and document to WASPC's satisfaction a description of the work performed, the progress of the project, fees, and a statement that includes the following language: "We certify pursuant to 2 CFR § 200.201(1)(iii)(3) that the activities described in this invoice and associated report(s) have been completed,". If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by WASPC prior to payment.

3.5.3 Grantee must submit properly itemized invoices to include the following information, as applicable:

- WASPC Award number "MHFR-25-011"
- Grantee name, address, phone number
- Description of Services
- Date(s) of delivery
- Net invoice price for each item
- Applicable taxes
- Total invoice cost

3.5.4 WASPC will return incorrect or incomplete invoices to the Grantee for correction and reissue. The Award Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

3.5.5 Invoices for services rendered under this Agreement from July 1, 2025 to June 30, 2026 MUST be submitted by the Grantee to WASPC by July 14, 2026. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2026 ("Belated

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Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5.6 Invoices for services rendered under this Agreement from July 1, 2026 to June 30, 2027 MUST be submitted by the Grantee to WASPC by July 14, 2027. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2027 ("Belated Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.6 GRANTEE AND WASPC GRANT MANAGERS

3.6.1 Grantee's Grant Manager will have prime responsibility and final authority for the services provided under this Agreement and be the principal point of contact for the WASPC Grant Manager for all business matters, performance matters, and administrative activities.

3.6.2 WASPC's Grant Manager is responsible for monitoring the Grantee's performance and will be the contact person for all communications regarding Agreement performance and deliverables. The WASPC Grant Manager has the authority to accept or reject the services provided and must approve Grantee's invoices prior to payment.

3.6.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

Grantee: Grant Manager Information		WASPC: Grant Manager Information	
Name:	Dale Wells	Name:	Cheyenne Sanders
Address:	808 W Spokane Falls Blvd. Spokane, WA 99201	Address:	3060 Willamette Dr NE, STE 200 Lacey, WA 98516
Phone:	509-638-9037	Phone:	(360) 486-22389
Email:	dwells@spokanepolice.org	Email:	csanders@waspc.org

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Grantee:
Dale Wells
Spokane Police Department
808 W Spokane Falls Blvd
Spokane, WA 99201

3.7.2 In the case of notice to WASPC:
Attention: Chief of Staff
Washington Association of Sheriffs and Police Chiefs
3060 Willamette Drive NE, STE 200

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Lacey, WA 98516

3.7.3 Notices are effective upon receipt or four (4) business days after mailing, whichever is earlier.

3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Agreement. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

3.8.5 Schedule A: Statement of Work;

3.8.6 Schedule B: Approved Budget;

3.8.7 Exhibit A: 2025-2027 Grant Application Packet;

3.8.8 Exhibit B: Final Budget Submission; and

3.8.9 Any other provision, term, exhibit or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

The Grantee must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the WASPC should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Grantee or Sub-grantee, Subgrantee, or agents of either, while performing under the terms of this Agreement. The Grantee must provide insurance coverage that is maintained in full force and effect during the term of this Award, as follows:

3.9.1 Commercial General Liability Insurance Policy—Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1 million per occurrence/$2 million general aggregate. Additionally, the Grantee is responsible for ensuring that any Sub-grantees and Subgrantees provide adequate insurance coverage for the activities arising out of subgrants and subcontracts.

3.9.2 Business Automobile Liability—In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned, hired, or non-owned by the Grantee, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is

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$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions–Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.9.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name WASPC, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Agreement, the Grantee must provide written notice of such to WASPC within one (1) Business Day of Grantee's receipt of such notice. Failure to buy and maintain the required insurance may, at WASPC's sole option, result in this Agreement's termination.

3.9.5 The Grantee shall submit to WASPC a certificate of insurance that outlines the coverage and limits defined in the Insurance section before any work is performed and will not receive any payment or reimbursement until such certificate of insurance is provided to WASPC. Grantee must submit renewal certificates as appropriate during the term of the Award Agreement.

3.9.6 If the Grantee certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above, Grantee will provide certificates of insurance to that effect to WASPC upon request.

4 GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2), RCW 36.28A.440 and federal rules, the Grantee must provide access to any data generated under this Agreement to WASPC, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement 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 methodology for those models.

4.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Grantee pursuant to this Agreement.

4.3 AMENDMENTS

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

4.4 ASSIGNMENT

4.4.1 The Grantee may not assign or transfer all or any portion of this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.39, Subcontracting/Subgranting, without the prior written consent of WASPC, which may be withheld at WASPC's sole discretion. Any permitted assignment will not operate to relieve the Grantee of any of its duties and obligations hereunder, nor will such assignment affect any

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remedies available to WASPC that may arise from any breach of the provisions of this Agreement or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Agreement will be null and void.

4.4.2 WASPC may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to the Grantee.

4.4.3 This Agreement will inure to the benefit of and be binding on the parties hereto and their permitted successors and assignees.

4.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

4.6 AUDIT

If Grantee is required by OMB Super Circular 2 CFR § 200.501 and 45 CFR § 75.501 to have an audit of their financial statements, the Grantee must submit the results of that audit to WASPC no later than 90 (ninety) calendar days after those results are delivered to the Grantee by their auditor.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, the Grantee will notify WASPC of the change. The Grantee must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFIDENTIAL INFORMATION PROTECTION

4.8.1 The Grantee acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. The Grantee agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subgrantees or Subgrantees requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WASPC's express written consent or as provided by law. The Grantee agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

4.8.2 The Grantee agrees to comply with all confidentiality requirements of 42 USC section 37899 and 20 CFR § 22 that are applicable to collection, use and revelation of data or information. The Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 CFR § 22 and, in particular, section 22.23.

4.8.3 WASPC reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Grantee through this Agreement. Violation of this section by the Grantee or its Subgrantees or Subgrantees may result in termination of this Agreement and demand for return of all Confidential Information, monetary damages, or penalties.

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4.8.4 The obligations set forth in this section will survive completion, cancellation, expiration, suspension, or termination of this Agreement.

4.9 GRANTEE'S PROPRIETARY INFORMATION

Grantee acknowledges that WASPC complies with chapter 42.56 RCW, the Public Records Act relating to public projects, and that this Agreement may be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Grantee to be Proprietary Information must be clearly identified as such by Grantee. To the extent consistent with chapter 42.56 RCW, WASPC will maintain the confidentiality of the Grantee's information in its possession that is marked Proprietary. If a public disclosure request is made to view the Grantee's Proprietary Information, WASPC will notify the Grantee of the request and of the date that such records will be released to the requester unless the Grantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, WASPC will release the requested information on the date specified.

4.10 CONFORMANCE WITH 2 CFR § 200 AND RELEVANT STATE AND LOCAL LAWS

4.10.1 Grantee is required to maintain compliance with 2 CFR § 200, its appendices, subparts, and state and local law.

4.10.2 Grantee is required to maintain compliance with 45 CFR § 96.135—Restrictions on expenditures of grant.

4.11 COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Grantee for the purpose of securing business. WASPC will have the right, in the event of breach of this clause by the Grantee, to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.12 DEBARMENT

By signing this Agreement, the Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The Grantee agrees to include the above requirement in any and all subgrants and subcontracts into which it enters, and also agrees that it will not employ debarred individuals. The Grantee must immediately notify WASPC if, during the term of this Agreement, The Grantee becomes debarred. WASPC may immediately terminate this Agreement by providing the Grantee written notice, if the Grantee becomes debarred during the term hereof.

4.13 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any dispute. When a genuine dispute arises between WASPC and the Grantee regarding the terms of this Agreement or the responsibilities imposed herein and it cannot be resolved between the parties' Grant Managers, either party may initiate the following dispute

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resolution process.

4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) business days(email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the WASPC Director review the dispute. Any such request from the initiating party must be submitted in writing to the WASPC Director within five (5) business days after receiving the response of the responding party. The WASPC Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The WASPC Director will inform the parties in writing within five (5) business days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.13.2 A party's request for a dispute resolution must:

- Be in writing.
- Include a written description of the dispute.
- State the relative positions of the parties and the remedy sought.
- State the Agreement number and the names and contact information for the parties.
- This dispute resolution process constitutes the sole administrative remedy available under this Agreement. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.14 ENTIRE AGREEMENT

WASPC and the Grantee agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement, except as provided in the section titled "*Warranties*".

4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

4.15.1 This grant is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

4.15.2 To comply with the act and be eligible to enter into this Agreement, the Grantee must have a Unique Entity Identification Number (UEID). A UEID provides a method to verify data about your organization. If the Grantee does not already have one, a UEID is available free of charge by registering with www.sam.gov.

4.15.3 Information about the Grantee and this Grant will be made available on www.uscontractorregistration.com by WASPC as required by P.L. 109-282. WASPC's Attachment 3: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war,

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strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED OR LIMITED

If WASPC determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then WASPC, at its sole discretion, may:

4.17.1 Terminate this Agreement pursuant to the section titled: Termination for Non-Allocation of Funds;

4.17.2 Renegotiate the Agreement under the revised funding conditions; or

4.17.3 Suspend Grantee's performance under the Agreement upon five (5) Business Days' advance written notice to the Grantee. WASPC will use this option only when WASPC determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed prior to the normal completion date of this Agreement.

4.17.4 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

4.17.5 When WASPC determines in its sole discretion that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance. Upon the receipt of this notice, the Grantee will provide written notice to WASPC informing WASPC whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

4.17.6 If the Grantee's proposed resumption date is not acceptable to WASPC and an acceptable date cannot be negotiated, WASPC may terminate this Agreement by giving written notice to the Grantee. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Agreement is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Pierce County, Washington.

4.19 HUMAN SUBJECTS PROTECTION

The Grantee agrees to comply with the requirements of 28 CFR § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, and subject informed consent.

4.20 WASPC NETWORK SECURITY

The Grantee agrees not to attach any Grantee-supplied computers, peripherals or software to the WASPC Network without prior written authorization from WASPC's Chief Information Officer.

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Unauthorized access to WASPC networks and systems is a violation of WASPC Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the Agreement and other penalties.

The Grantee will have access to the WASPC visitor Wi-Fi Internet connection while on site.

4.21 INDEMNIFICATION

The Grantee shall defend, indemnify, and save WASPC harmless from and against all claims, including reasonable attorneys' fees resulting from such claims arising from intentional or negligent acts or omissions of the Grantee, its officers, employees, or agents, subgrantees, or Subgrantees, their officers, employees, or agents, in the performance of this Agreement. This indemnification shall include, but not be limited to, any or all injuries to persons or damage to property, or breach of confidentiality and notification obligations under the section titled "Confidential Information Protection" and the section titled "Confidentiality Breach-Required Notification."

For purposes of the indemnification provisions above, and limited to this section only, the Grantee waives its protections under RCW Title 51 for employee claims. This limited waiver was specifically negotiated and bargained for.

4.22 INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that a Grantor to Grantee relationship will be created by this Agreement with WASPC being the Grantor. The Grantee and its employees or agents performing under this Agreement are not employees, officers, or agents of WASPC. The Grantee will not hold itself out as or claim to be an officer or employee of WASPC by reason hereof, nor will Grantee make any claim of right, privilege or benefit that would accrue to such employee, officer, or agent under law. Conduct and control of the work will be solely with Grantee.

4.23 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Agreement, the Grantee must provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Agreement.

4.24 LEGAL AND REGULATORY COMPLIANCE

4.24.1 During the term of this Agreement, the Grantee must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement and all other applicable federal, state and local laws, rules, and regulations.

4.24.2 While on WASPC's premises, the Grantee must comply with WASPC operations and process standards and policies (e.g., ethics, Internet/email usage, data, network and building security, harassment, as applicable).

4.24.3 Failure to comply with any provisions of this section may result in the termination of this Agreement.

4.25 LIMITATION OF AUTHORITY

Only the WASPC Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment,

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modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the WASPC Authorized Representative.

4.26 NO THIRD-PARTY BENEFICIARIES

WASPC and the Grantee are the only parties to this Agreement. Nothing in this Agreement gives or is intended to give any benefit of this Agreement to any third parties.

4.27 NONDISCRIMINATION

During the performance of this Agreement, the Grantee must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Grantee may be declared ineligible for further contracts with WASPC.

4.28 NON-SUPPLANTING CERTIFICATION

No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

4.29 OVERPAYMENTS TO GRANTEE

In the event that overpayments or erroneous payments have been made to the Grantee under this Agreement, WASPC will provide written notice to the Grantee and the Grantee will refund the full amount to WASPC within thirty (30) calendar days of the notice. If Grantee fails to make timely refund, WASPC may charge Grantee one percent (1%) per month on the amount due, until paid in full. If the Grantee disagrees with WASPC's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 Disputes.

4.30 PAY EQUITY

4.30.1 Grantee represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this agreement, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Grantee, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.30.2 Grantee may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

4.30.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, which is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

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4.30.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

4.30.5 Notwithstanding any provision to the contrary, upon breach of warranty and Grantee's failure to provide satisfactory evidence of compliance within thirty (30) Days of WASPC's request for such evidence, WASPC may suspend or terminate this Agreement.

4.31 PUBLICITY

4.31.1 The award of this Grant to Grantee is not in any way an endorsement of Grantee or Grantee's Services by WASPC and must not be so construed by Grantee in any advertising or other publicity materials.

4.31.2 Grantee agrees to submit to WASPC, all advertising, sales promotion, and other publicity materials relating to this Agreement or any Service furnished by Grantee in which WASPC's name is mentioned, language is used, or Internet links are provided from which the connection of WASPC's name with Grantee's Services may, in WASPC's judgment, be inferred or implied. Grantee further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of WASPC prior to such use.

4.32 RECORDS AND DOCUMENTS REVIEW

4.32.1 The Grantee must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by WASPC, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 CFR 431, Subpart Q; and 42 CFR § 447.202].

4.32.2 The Grantee must retain such records for a period of six (6) years after the date of final payment under this Agreement.

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

4.33 REMEDIES NON-EXCLUSIVE

The remedies provided in this Agreement are not exclusive, but are in addition to all other remedies available under law.

4.34 RIGHT OF INSPECTION

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The Grantee must provide right of access to its facilities to WASPC, 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 Agreement.

4.35 RIGHTS IN DATA/OWNERSHIP

4.35.1 WASPC and Grantee agree that all data and work products (collectively "Work Product") produced pursuant to this Agreement and received by WASPC will be considered a work for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and will be owned by WASPC. Grantee is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.35.2 If for any reason the Work Product would not be considered a work for hire under applicable law, Grantee assigns and transfers to WASPC, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.35.3 Grantee will execute all documents and perform such other proper acts as WASPC may deem necessary to secure for WASPC the rights pursuant to this section.

4.35.4 Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of WASPC. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subgrantees will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.35.5 Material that is delivered under this Agreement, but that does not originate therefrom ("Preexisting Material"), must be transferred to WASPC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Grantee agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. WASPC will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Grantee.

4.35.6 Grantee must identify all Preexisting Material when it is delivered under this Agreement and must advise WASPC of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Grantee must provide WASPC with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Grantee with respect to any Preexisting Material delivered under this Agreement.

4.36 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government

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purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Grantee purchases ownership under this Agreement.

4.37 SERVICES TO PERSONS WITH LIMITED ENGLISH PROFICIENCY

The Grantee must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, the Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the internet at www.lep.gov.

4.38 SEVERABILITY

If any provision of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Agreement that can be given effect without the invalid provision, and to this end the provisions or application of this Agreement are declared severable.

4.39 SITE SECURITY

While on WASPC premises, Grantee, its agents, employees, or Subgrantees must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. WASPC reserves the right and authority to immediately revoke security access to Grantee staff for any real or threatened breach of this provision. Upon reassignment or termination of any Grantee staff, Grantee agrees to promptly notify WASPC.

4.40 SUBGRANTING

4.40.1 Neither Grantee, nor any Subgrantees, may enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of WASPC. WASPC has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Grantee to WASPC for any breach in the performance of Grantee's duties.

4.40.2 Grantee agrees that any proposed subcontracts must be provided to WASPC for review no later than 10 (ten) business days before such a subcontract's effective date.

4.40.3 Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are included in any subcontracts.

4.40.4 If at any time during the progress of the work WASPC determines in its sole judgment that any Subgrantee is incompetent or undesirable, WASPC will notify Grantee, and Grantee must take immediate steps to terminate the Subgrantee's involvement in the work.

4.40.5 The rejection or approval by WASPC of any Subgrantee or the termination of a Subgrantee will not relieve Grantee of any of its responsibilities under the Agreement, nor be the basis for

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additional charges to WASPC.

4.40.6 WASPC has no contractual obligations to any Subgrantee or vendor under Agreement to the Grantee. The Grantee is fully responsible for all obligations, financial or otherwise, to its Subgrantees.

4.41 SURVIVAL

The terms and conditions contained in this Agreement that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement will survive. The right of WASPC to recover any Overpayments will also survive the termination of this Agreement.

4.42 CORRECTIVE ACTION PLAN/SUSPENSION/TERMINATION

4.42.1 CORRECTIVE ACTION PLAN—In the event that WASPC determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (to include any and all attachments, references, appendices, or other documents included or referenced herein), then WASPC will immediately take steps to mitigate any harmful effects of such failure(s), and promptly prepare a Corrective Action Plan (CAP) with respect to such failure(s) and outline the steps WASPC believes to be necessary to remedy such failure(s). In the event that the Grantee is unable to complete the CAP, WASPC reserves it's right to proceed with Termination or Suspension as outlined in the General Terms of this Agreement.

SUSPENSION—If WASPC reasonably determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (to include any and all attachments, references, appendices, or other documents included or referenced herein), WASPC reserves the right to issue a Notice of Suspension to the Grantee. A Notice of Suspension acts to suspend this Agreement in its entirety, including suspending payment for future services provided by Grantee.

In the event a notice of suspension is issued, WASPC agrees to pay Grantee for all services provided under this Agreement prior to the issuance of the Notice of Suspension.

WASPC reserves the right to reinstate an Agreement at its discretion by issuing a Notice of Reinstatement, or to move forward with Termination as outlined in Section 4.40 of the General Terms of this agreement.

TERMINATION FOR DEFAULT—In the event WASPC determines that Grantee has failed to comply with the terms and conditions of a corrective action plan or the terms of this Agreement, WASPC has the right to suspend or terminate this Agreement. WASPC will notify Grantee in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Agreement may be terminated. WASPC reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Grantee or a decision by WASPC to terminate the Agreement.

In the event of termination for default, Grantee will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

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If it is determined that Grantee: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

TERMINATION FOR CONVENIENCE—When, at the reasonable discretion of either WASPC or Grantee, it is in either party's best interest, both WASPC and Grantee may terminate this Agreement in whole or in part by providing ten (10) calendar days' written notice to the other party. If this Agreement is so terminated, each party will be liable only for payment in accordance with the terms of this Agreement for service rendered prior to the effective date of termination. No penalty shall accrue to either WASPC or Grantee in the event the termination option in this section is exercised.

TERMINATION FOR NONALLOCATION OF FUNDS—If funds are not allocated to continue this Agreement in any future period, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee of such nonallocation at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

TERMINATION FOR WITHDRAWAL OF AUTHORITY—In the event that the authority of WASPC to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee of such withdrawal of authority at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

TERMINATION FOR CONFLICT OF INTEREST—Both WASPC and Grantee may terminate this Agreement by written notice to the other party if either WASPC or Grantee determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts, or Grantee's internal policy. In the event this Agreement is so terminated, WASPC will be entitled to pursue the same remedies against the Grantee as it could pursue in the event Grantee breaches the Agreement.

4.43 TERMINATION PROCEDURES

4.43.1 Upon termination of this Agreement, WASPC, in addition to any other rights provided in this Agreement, may require Grantee to deliver to WASPC any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

4.43.2 WASPC will pay Grantee the agreed-upon price, if separately stated, for completed work and services accepted by WASPC and the amount agreed upon by the Grantee and WASPC 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 WASPC; and (iv) the protection and preservation of property, unless the termination is for default, in which case WASPC will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13 Disputes. WASPC may withhold from any amounts due the Grantee such sum as WASPC determines to be necessary to protect WASPC against potential loss

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or liability.

4.43.3 After receipt of notice of termination, and except as otherwise directed by WASPC, Grantee must:

- Stop work under the Agreement on the date of, and to the extent specified in, the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- Assign to WASPC, in the manner, at the times, and to the extent directed by WASPC, all the rights, title, and interest of the Grantee under the orders and subcontracts so terminated; in which case WASPC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WASPC to the extent WASPC may require, which approval or ratification will be final for all the purposes of this clause;
- Transfer title to and deliver as directed by WASPC any property required to be furnished to WASPC;
- Complete performance of any part of the work that was not terminated by WASPC; and
- Take such action as may be necessary, or as WASPC may direct, for the protection and preservation of the records related to this Agreement that are in the possession of the Grantee and in which WASPC has or may acquire an interest.

4.44 WAIVER

Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Agreement will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the WASPC Authorized Representative has the authority to waive any term or condition of this Agreement on behalf of WASPC.

4.45 WARRANTIES

4.45.1 Grantee represents and warrants that it will perform all services pursuant to this Agreement in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to WASPC.

4.45.2 Grantee represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.45.3 Any written commitment by Grantee within the scope of this Agreement will be binding upon Grantee. Failure of Grantee to fulfill such a commitment may constitute breach and will render Grantee liable for damages under the terms of this Agreement. For purposes of this section, a commitment by Grantee includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Grantee to WASPC or contained in any Grantee publications, or descriptions of services in written or other communication medium, used to influence WASPC to enter into this Agreement.

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SCHEDULE A: STATEMENT OF WORK

PURPOSE

WASPC intends to enter into an agreement with the Spokane Police Department for purposes of establishing/continuing an MHFR Program that adheres to RCW 36.28A.440, to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

WASPC RESPONSIBILITIES

1. WASPC will provide a Grant Manager to monitor all progress under the program. To accomplish this monitoring function, WASPC staff may access de-identified data related to program services.

2. The Grant Manager shall provide timely response to Grantee communication.

Grantee RESPONSIBILITIES

1. Grantee must

   1.1. Implement the Mental Health Field Response Program as described in their Project Narrative and Project Timeline (as attached in "Exhibit A)", with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's Project Narrative and Project Timeline can be made to csanders@waspc.org. WASPC is under no obligation to grant such a request.

   1.2. Include the following elements as central features of their program:

   - Grantee must include at least one mental health professional, as defined in RCW 71.05.020, who will perform field response professional services under the plan. A mental health professional may assist patrolling law enforcement officers either in the field or in an on-call capacity.
   - The mental health professional may also provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency. Nothing limits the mental health professional's participation to field patrol.

   1.3. Notify WASPC of any changes in the Agreement or program management.

   1.4. Actively participate in any monitoring activities deemed necessary by WASPC.

   1.5. Comply with any recommendations that arise from monitoring activities.

   1.6. Participate in any WASPC sponsored or facilitated training relative to working with American Indian/Alaskan Native individuals regarding disparities and needs, Indian health care delivery system, government-to-government relationships, and applicable federal and state laws and regulations. American Indian/Alaskan Native means any individual defined at 25 U.S.C. § 1603(1), § 1603(28), or § 1679(a) or who has been determined eligible as an Indian, under 42 C.F.R. § 136.12.

Special Considerations

1. To allow agencies to provide the best and most comprehensive services possible, WASPC allows funding to be utilized for staffing of programs by properly credentialed and trained staff, at the following levels, under the stated conditions:

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1.1. Mental Health Professional (MHP) as defined by RCW 71.05.020:

- Programs must utilize an MHP as defined in RCW 71.05.020 to perform duties established in 36.28A.440(3): "…assist patrolling officers in the field or in an on-call capacity, provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency."
- MHPs should prioritize grant funded hours to providing services to individuals in crisis.
- MHPs must provide a minimum of 1 hour per week of direct one-on-one supervision to Non-MHPs as required if the program utilizes non-MHPs.

1.2. Non-MHPs

- Unless licensed to do so, the non-MHP does not provide support or services that would require a license or certification of any kind from the Washington State Department of Health, the Washington State Healthcare Authority, or any other governing body with regulatory authority in Washington State.
- Individuals not meeting the definition of MHP as defined by RCW 71.05.020 may provide services under the following circumstances:
    - The non-MHP must receive a minimum of 1 hour per week of direct one-on-one supervision by a licensed MHP,
    - The non-MHP must immediately disengage with an individual that appears to be escalating to a state of acute crisis or agitation that may present a threat to their physical safety and follow any steps identified by agency policy.
    - Prior to providing services and no less than yearly, the non-MHP must participate in training relevant to all of the following topics:
        - Interacting with and providing social services to individuals with mental health conditions, to include Substance Use Disorder,
        - Program policies and standard operating procedures,
        - Necessary and practical physical safety precautions that must be taken when interacting with community members served by the program,
        - Necessary and practical techniques to avoid work related vicarious trauma and burn-out,
        - *Please note that the training listed above is meant to represent a bare minimum standard to which all non-MHPs paid for using funds under this Agreement must adhere. WASPC expects that agencies will ensure that all of these requirements are met.*

2. Law Enforcement
    - WASPC places no conditions or limitations on the program's use of sworn law enforcement staff that are included in "SCHEDULE B - Approved Budget."

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SCHEDULE B: APPROVED BUDGET

DEFINITIONS

"Personnel" represents the base salary and wages to individuals employed by the grantee that directly support the program. This does not include any benefits expenses paid by the grantee. Personnel expenses mut be substantiated with time and effort reporting (timesheets). *(2 CFR § 200.430(i))*

"Fringe Benefits" represents allowances and services provided by the grantee to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. *(2 CFR § 200.431(a))*

"Travel" represents transportation, lodging, subsistence, and related expenses incurred by employees who are in travel status on program related business. All expenses charged to this category must be applied and allocated consistently throughout the term of the award. *(2 CFR § 200.475)*

"Equipment" represents property with an acquisition cost of $5,000 or more, and a useful life of one or more years. *(2 CFR § 200.1)*

"Supplies" represents tangible property other than those described in the definition of equipment. *(2 CFR § 200.1)*

"Consultants/Contracts" represents the total dollar amount budgeted for the execution of contracts and agreements with parties not employed by the grantee. Professional and consultant services are rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the grantee. These costs must be reasonable in relation to the services provided. *(2 CFR § 200.459)*

"Other" represents costs not described in or allocated to another category.

"Indirect" represents those expenses that are related to the conduct of program activities, but that can not be directly attributable to any particular project. Indirect costs for this award are capped and are not to exceed 15% of actual eligible expenses. *(2 CFR § 200.414)*

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2025-2026 Approved Budget (Year 1)
July 1, 2025 to June 30, 2026

Budget Category	Amount Awarded
A. Personnel	$0.00
B. Fringe Benefits	$0.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$0.00
F. Consultants/Contracts	$320,000.00
G. Other	$0.00
H. Indirect	$0.00
TOTAL 2025-2026 AWARD	$320,000.00

Please note that the "Approved Budget 2025-2026" is the final approved budget for your program during that state fiscal year. **Unspent amounts from the 2025-2026 fiscal year will be forfeited by the grantee and will not be added to the following fiscal year's budget amounts.**

Funds awarded under this Agreement must be expended as outlined in "EXHIBIT B—FINAL BUDGET SUBMISSION (As Attached)" unless otherwise noted in the "2025-2026 APPROVED BUDGET NARRATIVE".

2025-2026 APPROVED BUDGET NARRATIVE:

- **No Comments.**

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2026-2027 Approved Budget (Year 2)
July 1, 2026 to June 30, 2027

Budget Category	Amount Awarded
A. Personnel	$0.00
B. Fringe Benefits	$0.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$0.00
F. Consultants/Contracts	$300,000.00
G. Other	$0.00
H. Indirect	$0.00
TOTAL 2026-2027 AWARD	$300,000.00

Please note that the “Approved Budget 2026-2027” is the final approved budget for your program during that state fiscal year.

Funds awarded under this Agreement must be expended as outlined in “EXHIBIT B—FINAL BUDGET Submission (As Attached)” unless otherwise noted in the “2026-2027 APPROVED BUDGET NARRATIVE”.

2026-2027 APPROVED BUDGET NARRATIVE:

- **No Comments.**

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EXHIBITS

(As Attached)

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Form Name:	MHFR 25-27 Application
Submission Time:	March 5, 2025 2:42 pm
Browser:	Chrome 133.0.0.0 / Windows
IP Address:	65.103.139.226
Unique ID:	1321352559
Location:	47.4949, -117.5789

Mental Health Field Response Grant Program (MHFR) 25-27 Funding Application

APPLICANT AGENCY INFORMATION

Is this an initial application for review of completeness or a final application submission?	Final Application - Due 3/5/25
Type of Request - Program Type	Establish a New Program
Lead Agency	Spokane Police Department
Please list any agencies that are partnering for this application	Frontier Behavioral Health
Lead Agency/Fiscal Agent Address	808 W Spokane Falls Blvd. Spokane, WA 99201
Lead Agency Tax Identification Number	91-6001280
Lead Agency Unique Entity ID Number	PDNCLY8MYJN3
Lead Agency Project Manager's Name	Kiley Friesen
Lead Agency Project Manager's Email	kmfriesen@spokanepolice.org
Lead Agency Project Manager's Phone	(509) 625-4212

ORGANIZATIONAL OVERVIEW AND KEY PERSONNEL

PROGRAM ABSTRACT

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Program Abstract	The Spokane Police Department (SPD) was formerly part of the Spokane County Mental Health Field Response Team (SCMHFRT), partnering with the Spokane County Sheriff's Office (SCSO) and Frontier Behavioral Health (FBH). Due to the growing demand for mental health support and substance use support, the SPD is looking to establish its own Behavioral Health Unit (BHU) consisting of a sergeant, a mental health coordinator, five police officers, one Master's degree level clinician to provide supervision, and three mental health professionals. Upon approval, SPD intends to contract with FBH to provide mental health services. FBH currently employs eight full time employees who are qualified and have the experience to provide Mental Health Field Response Team (MHFRT) services. The MHFRTs will respond to police calls for service alongside officers or on their own depending on the situation. Follow up to prevent future related police calls for service may also be requested. The BHU will provide an invaluable resource connecting subjects in crisis not only with outside resources, but direct, one-on-one support at the time of contact, furthering the goal of seeking alternatives to the criminal justice system. With the loss of three SCSO deputies, the SPD will solely need to support an 8% increase in calls for service that was seen in 2024. With a continual increase in calls for service anticipated, we will also ask for an additional officer in 2026-2027.

PROGRAM NARRATIVE

PROGRAM TIMELINE

PROGRAM BUDGET

ADDITIONAL APPLICATION SUPPORT DOCUMENTS

DATA COLLECTION & REPORTING

I have reviewed and understand the Data Collection and Reporting requirements.	Yes

UPLOAD FILES

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Organizational Overview and Key Personnel	https://www.formstack.com/admin/download/file/17677371792
Program Narrative	https://www.formstack.com/admin/download/file/17677371793
Program Timeline	https://www.formstack.com/admin/download/file/17677371794
Program Budget	https://www.formstack.com/admin/download/file/17677371795
Additional Application Support Documents	https://www.formstack.com/admin/download/file/17677371796

GENERAL TERMS

General Terms Agreement	I Agree

GRANT APPLICATION SIGNING AUTHORITY

Applicant Agency Signing Authority	Maggie Yates
Title -- Applicant Agency Signing Authority	Deputy City Administrator
Electronic Signature Agreement	I Agree
Signature	
Date of Signature	Feb 04, 2025

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Honor Guard *Boothe*

Legal Advisor *Duggan*

Office Manager *Napolitano*

INTERIM CHIEF OF POLICE
Kevin Hall

Public Information Office *Strassenberg*

PAT *Kernkamp*

A/C Patrol & Precincts — *Steve Wohl*

NW (ADAM) Precinct Captain *Hendren*	NE (BAKER) Precinct Captain *Kendall*	SOUTH (CHARLIE) Precinct Captain *Jensen*	DT (DAVID) Precinct Captain *Reese*
A1/A2 Lieutenant *Braun*	B1/B2 Lieutenant *Vacant*	C1/C2 Lieutenant *Staben*	D1/D2 Lieutenant *Waters*
A3/A4 Lieutenant *Maplethorpe*	B3/B4 Lieutenant *Stevens*	C3/C4/TAC Lieutenant *Yrigollen*	Behavioral Health Unit Lt. *Waters* Sgt. *Wells* *MHC Christiansen*
A5/A6 Lieutenant *Potter*	B5/B6/DPT Lieutenant *Dahle*	C5/C6/ASU Lieutenant *Kernkamp*	
			D3/D4/SWAT Lieutenant *Austin*

A/C Chief of Staff — *Matt Cowles*

Budget	Director of Strategic Initiatives *Jacqui MacConnell*	TARU Tech Manager Ernst
Telestaff	Training/Academy Lieutenant *Wheeler*	Information Technology *Seidel*
Purchasing *Loucks*	CIT Lieutenant *Kernkamp*	Axon - Body Camera/Records Program *Pellham*
Police Division Accountant *Schmitt*	Community Policing & Outreach *Kerns*	Digital Forensics Sergeant *Geren*
Accounting Payroll	Volunteers *Winters*	Precinct/Patrol Investigations Crime Analysis *Shaw / Michaud*
Grants	Internal Affairs Lieutenant *Schneider*	
	Program Professional *Armstrong*	

A/C Investigations & Administration — *Dave Singley*

Investigations Captain *Meidl*	Administration Captain *Richards*
MCU/SVU/DV Lieutenant *Spiering*	Dispatch Lieutenant *Preuninger*
SIU/CIU/CEU Lieutenant *Boothe*	Records/Property Manager *Vacant*
	Fleet *Hayes*
	Admin Traffic/ Abandoned Auto *Sgt Fuller*
	Personnel *Douglas*
	Accreditation

K9	TBD	Capt. Kendall	A/C Wohl
Dignitary	Lt. Schneider	Capt. Reese	A/C Wohl
TAC	Lt. Yrigollen	Capt. Hendren	A/C Wohl
ASU	Lt. Kernkamp	Capt. Jensen	A/C Wohl
SWAT	Lt. Austin	Capt. Meidl	A/C Singley
HNT	Lt. Waters	Capt. Richards	A/C Singley
EDU	Lt. Preuninger	Capt. Richards	A/C Singley

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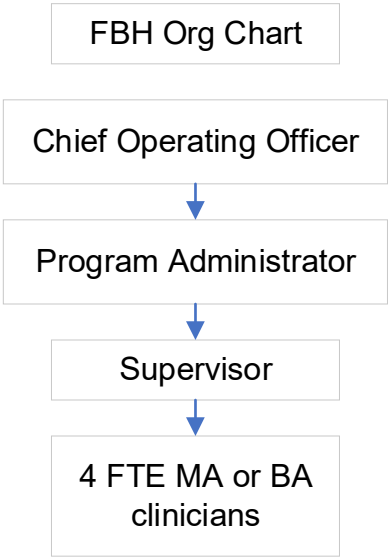

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Key Project Personnel

Official Mailing Address:

Spokane Police Department
1100 W Mallon Ave.
Spokane, Washington 99260

Dale Wells
Police Sergeant
111 N Wall St.
Spokane, Washington 99201
dwells@spokanepolice.org
509-835-4533

Carrie Christiansen
Mental Health Coordinator
111 N Wall St.
Spokane, Washington 99201
cchristiansen@spokanepolice.org
509-363-8289

Dan Waters
Police Lieutenant
111 N Wall St.
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dwaters@spokanepolice.org
509-625-4031

Kiley Friesen
Administrative Manager
1427 W Gardner Ave.
Spokane, Washington 99201
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Official Mailing Address:

Frontier Behavioral Health
107 S. Division St.
Spokane, Washington 99201

Jan Downing
Chief Operating Officer
107 S. Division St.
Spokane, Washington 99201
Jdowning@fbhwa.org
509-953-1016

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DALE WELLS

dwells@spokanepolice.org

509-638-9037

Spokane, WA 99208

PROFESSIONAL SUMMARY

25 years of law enforcement experience working for large and small agencies with an understanding of the needs of each. I am an instructor who effectively facilitates learning for students of all ages by providing engaging, relevant instruction. I believe in effective leadership which provides environments for success through training, development, support and proper organizational structure.

SKILLS

I have an extensive background in public speaking with strong communication skills. I have been recognized by peers as formal and informal leader in law enforcement and have over twenty years of training others. Six years of Coaching youth lacrosse. Washington State Hunter Education instructor.

EDUCATION

Training Through CJTC And Outside Educators
Basic and Advanced traffic collision investigations
Field Training officer, Hostage Negotiations, SWAT basic, TAC basic E.M.T. level -B worked for Stevens County Sheriff Ambulance for two years, Six layer Concept Tactical decision making, Spokane PD Corporal Academy, Interview and Interrogation, EVOC Instructor class, Many Defensive tactics classes and rectifications. 80 hours of police supervision training.

Spokane Falls Community College
Spokane, WA • 06/2007

Associate of Science

Basic Law Enforcement Academy, CJTC
Spokane, WA Campus • 04/2000

WORK HISTORY

CJCT - Criminal Justice Subject Matter Instructor
Spokane Campus
Defensive Tactics Instructor
EVOC Instructor

- Promoted a positive learning environment by establishing clear expectations and maintaining consistent classroom management techniques, training in both law, policy, decision making.
- Field training in driving and PIT techniques.
- Training at Spokane, Shelton and Tri-Cities Campuses in an effort to expose myself to different styles and network between the instructor cadres.

City Of Spokane - Police Sergeant, Patrol
Spokane • 03/2014 - Current

- Police Sergeant for over three years. Supervisor of the Spokane Regional Behavioral Health and Homeless Outreach team since September of 2024. Guided officers through difficult situations, backing up teams onsite and advising on strategic decisions.
- Conducted regular evaluations of officers" strengths, weaknesses, and areas for improvement to enhance overall team performance.
- Managed daily scheduling of patrol personnel, ensuring adequate coverage during peak hours or special events.
- Participated in ongoing training programs to remain current on law enforcement trends,. tactics, and technologies.
- Worked as a Corporal for 1 1/2 years before promoting to Sergeant.
- Worked as a Neighborhood Resource Officer for four years. Duties included: using civil and criminal law to address nuisance houses, coordinating city organizations such as Code Enforcement, conducting citizen meetings, networking with City Council members and community leaders.
- Serves on the Department's Use of Force Review Board.

Spokane County - Deputy Sheriff
Spokane, WA • 08/2005 - 03/2014

- Defensive tactics instructor, TAC team member 2006-2009, SWAT team member 2010-2011
- Patrol division- nightshift.

City Of Colville - Police Officer
Colville • 12/1999 - 08/2005
Patrol officer
Developed the Defensive tactics program
School Resource Officer

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Carrie Christiansen, RN, MSN
1402 N Brook Terrace St | Spokane, WA 99224
208-413-0088 | christiansen@spokanepolice.org

Education

Gonzaga University
Master of Science in Nursing - Nursing Leadership in Healthcare, 2021

Lewis-Clark State College
Bachelor of Science in Nursing, Lewiston, Idaho, May 2002

Employment

Mental Health Coordinator| Spokane Police Department | 05/2018 - Present

- Coordinate mental health services for individuals in behavioral health crisis interacting with law enforcement. Provide education and training to department personnel and the community on mental health awareness and crisis intervention. Manage data reporting and operational tasks for the Behavioral Health Unit (BHU).

Staff Nurse Supervisor RN3 | Eastern State Hospital | Medical Lake, WA | 06/2016 - Present

- Serve as a member of the treatment planning team, developing goals and interventions based on patient cognition and discharge criteria. Lead milieu management to ensure safety for both patients and staff. Supervise patients and staff on the Acute Psychiatric Unit (APU) at the treatment mall, building and overseeing the daily schedule. Collaborate with multidisciplinary teams to provide effective care.

Endoscopy Nurse| Spokane Digestive Disease Center | 08/2006 - 06/2008

- Assisted physicians with endoscopic procedures and administered conscious sedation. Provided pre- and post-procedure monitoring and education to patients.

Medical Case Manager | Third Party Administrator | 08/2005 - 08/2006

- Managed large case management and utilization management for a third-party administrator. Managed authorization processes and appeals, collaborating closely with medical directors.

Staff Nurse RN|Holy Family Hospital Spokane, WA | 07/2002 - 10/2005

- Provided direct patient care in the Intensive Care Unit (ICU), including assessment, evaluation, and intervention. Collaborated with the healthcare team to develop and monitor patient care plans. Educated patients and their families on treatment plans and health management. Ensured accurate and timely documentation in compliance with department and organization requirements.

Community Involvement

- **Reserve Officer**, Spokane Police Department | 2017 – Present
- **CROA Board Member,** 2018-Present

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Daniel Waters

111N Post | Spokane, WA 99201| 509.209.7180 | dwaters@spokanepolice.org

HIGHLIGHTS OF QUALIFICATIONS

I have 29 years of service in law enforcement and over 20 years of Crisis Intervention Team (CIT) training and coordination. As my agency's Crisis Intervention Team Coordinator, I was responsible for facilitating 40-hour CIT class for the region, collaborating with law enforcement agencies, correctional facilities, and community behavioral health partners. I am the commander of our Behavioral Health Unit and Hostage Negotiation Team

Experience

Spokane Police Department

January 2023-Present: Shift Commander (Lieutenant) Downtown Precinct

- **Oversee two dayshift patrol teams.**
- **Commander of the Behavioral Health Unit and Homeless Outreach Team.**
- **Manage investigative caseload for the Downtown Precinct.**
- **Commander of the Hostage/Crisis Negotiation Team**

January 2019-January 2023: Swing Shift Commander (Lieutenant) City Wide

- **Oversee two swing shift patrol teams.**
- **Responsible for the overall leadership of the patrol officers city-wide.**
- **Commander of the Traffic Unit.**
- **Commander of the Hostage Negotiation Team.**

July 2016-Januarry 2019: Internal Affairs Sergeant

- **Conduct Investigations of misconduct against police personnel.**
- **Case management**
- **Response to Officer Involved Shootings.**

January 2014-July 2016: Community Outreach/Volunteer Services/Chronic Offender Unit Sergeant

- **Oversee a four-officer team which dealt with the City's Chronic Offenders**
- **Work closely with the Community Outreach Officer to deliver Department outreach programs such as the Youth Police Initiative and Police Activities League.**
- **Oversee recruitment, training, and management of Volunteer Services Program.**

January 2012-January 2014: Downtown Precinct Sergeant

- **General patrol supervision for the Downtown area.**
- **Supervision of 7 officers, one detective, one Corporal, a Graffiti Enforcement officer, and 3 civilian employees.**
- **Supervised SPD bike patrol.**

June 2007-January 2011: K9 Handler

- **Worked a narcotics detection K9 for 2 years.**
- **Worked a dual-purpose patrol/narcotics K9 for 2 years.**
- **Certified as a narcotic detection K9 assistant instructor.**

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January 2005-June 2007: Neighborhood Resource Officer

- **Assigned to the Northeast COPS station.**
- **Collaborated with various community resources to solve quality of life issues in the neighborhood.**
- **Worked with the City Attorney's Office to Abate Chronic Nuisance houses.**

May 1998-January 2005: Patrol Officer

- **Worked various precinct/sectors/shifts.**
- **Worked as a bike patrol officer.**
- **Field Training Officer, TAC Team member, PAT member, and Hostage Negotiator**

Stevens County Sheriff's Deputy

January 1996-May 1998: Patrol Deputy

Washington Army National Guard

June 1988-June 1990: Army ROTC Central Washington University

June 1990-August 1998: Combat Medic

- **Medic for a Tank Company.**
- **Mechanized Infantry medic.**
- **Lead medic/Combat Lifesaver instructor/supervisor.**

Education

Central Washington University

Bachelor of Arts, Law and Justice, June 1995

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Kiley Friesen

Administrative Manager
(509) 625-4212 | kmfriesen@spokanepolice.org | Spokane, Washington

Professional Summary

Accomplished administrative manager with 17+ years of progressive experience in civilian law enforcement administration ranging from records management, supervision, and budget management. Highly skilled in investigation of complex missing persons cases, data collection and reporting of various law enforcement statistics, travel planning and execution, purchasing and budgetary organization, and history of effective team management when appropriate personnel are staffed.

Areas of Expertise

Professional Skills	Budget Management | Creative Problem Solving | Independent Working Style Data Driven Decision Making | Investigation Skills
Technical Skills	Microsoft Office | New World Law Enforcement Systems | Adobe | SAP Concur

Professional Experience

Administrative Manager, Spokane Police Department | Spokane, WA January 2024 – present
Hired to support the various units of the Investigations Division in various aspects. Starting in 2012, the position has expanded and grown over the last 12 years, taking on additional responsibility, transforming into the highly professional position it is today, focusing on the following:

- Supervise Missing Persons Unit; direct civilian staff, review and recommend case assignments, implement policy/unit recommendations, manage missing persons unit caseload/tracking lists, coordinate maintenance of all cold case investigations, adhere to policy and Washington State law.
- SPD Travel Administrator; prepare department travel, coordinate prisoner transports, manage SAP Concur program for SPD, establish and recommend policy revisions for SPD travel.
- Manage Investigations Budget; budget projection/tracking, manage confidential fund, investigations purchaser, prepare and make recommendations for upcoming training/travel and other required purchases within the Division.
- Provide Administrative Support to the Investigative Division; evaluate division functionality, recommend/review clerical staff positions, records retention and maintenance of high-profile records to ensure compliance with public records requests, gather and obtain department statistics for various crimes within the Investigative Division.
- Facilitate Building Operations; remain familiar with various building contracts and maintenance to ensure day to day functionality within the building.
- Project Manager; coordinate any modifications to the building structure, movement within the building, reconficuration of cubicles, and displsaal of unneeded items.

Education

Bachelor of Arts, Psychology, Gonzaga University, Spokane, WA

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Jan Tokumoto Downing

Jdowning@fbhwa.org
509-953-1016 | 107 S. Division Street/Spokane, WA. 99201

PROFESSIONAL SUMMARY

Extensive administrative experience in behavioral health at the executive leadership level of management. Primary grant writer for an agency with an operating budget of approximately $100 million dollars. Management of contracts and programs for Trueblood, Mobile Dispatch Unit, and Mobile Rapid Response Crisis Team services.

SKILLS

- Leadership and management
- Grant writing
- Public speaking
- Trainer for Cultural Competency
- Program design/planning/implementation
- Policies and Procedures development and implementation

WORK HISTORY

Frontier Behavioral Health
1980-2014

- Designated Crisis Responder
- Transitioned from Designated Crisis Responder to Crisis Response Services Coordinator, Program Administrator and then, Director

2014 to CURRENT

- Chief Operating Officer and member of executive leadership team
- Primary grant writer for Trueblood and Mobile Rapid Response Services
- Oversight and program planning for all Trueblood, Mobile Dispatch, Mobile Rapid Response Crisis Teams, and Forensic Mental Health services.
- Responsible for management, implementation, and deliverables for all Trueblood programs

EDUCATION

Bachelor of Arts / Whitworth University/ Psychology and Journalism 1978

Master of Arts / Whitworth University/ Psychology 1980

CERTIFICATIONS

Licensed Mental Health Counselor **|** Washington State *1980 to CURRENT*
Motivational Interviewing

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DESCRIPTION

Program Structure

This proposed program for a newly implemented Spokane Police Department (SPD) Behavioral Health Unit (BHU) reinforces existing support services that have been in place and grown since the inception of the Spokane County Mental Health Field Response Team (SCMHFRT). The SPD has been awarded WASPC funding as a subrecipient since 2019, working in conjunction with the Spokane County Sheriff's Office (SCSO) and Frontier Behavioral Health (FBH).

Over the course of the last five years, there has been a shift in the needs of the population being served. There is an overwhelming demand to address behavioral health disorders that are now often co-occurring with substance use issues. Due to this growing demand for support and diversion from the criminal justice system, along with the separation from the SCMHFRT, the SPD is looking to establish its own BHU.

Similar to Law Enforcement Assisted Diversion, with the implementation of this specialized team, there will be a decrease in overall calls for service to be handled by SPD patrol officers, an increase in behavioral health referrals, maintenance of existing community partnerships, and most importantly, the ability to continue serving and prioritizing an extremely vulnerable population with services they require. This exceptional need would become unmanageable without a dedicated SPD BHU within the community.

The proposal for the new SPD BHU will consist of:

- 1 Police Sergeant
    - Supervision of unit and officers
- 1 Mental Health Coordinator
    - Ensure compliance with grant data collection and reporting
    - Liaison with community partners
    - Case screening
    - Call screening for referrals to appropriate resources
    - Training/education for patrol and community partners
- 5 Police Officers (with an additional officer added in 2026-2027)
    - Respond on their own or with behavioral health specialists to crisis calls
    - Respond proactively to referrals for crisis follow up
    - Of these totals, SPD will be funding one of those officer positions in-kind, which could expand the BHU to 7-day coverage
- 4 Frontier Behavioral Health Specialists
    - Four co-deployed in the field
    - One will be a Master's degree level Mental Health Professional (Clinician) as defined in RCW 71.05.020 (40) to oversee the clinical staff.

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Upon approval, SPD intends to award FBH the subcontract to provide mental health services. FBH currently employs eight full time employees who are qualified and have the experience to provide Mental Health Field Response Team (MHFRT) services. Having these clinicians assigned to BHU will serve a larger role in connecting people to services and resources on a more immediate basis than before.

Consistency with HB 2892.SL and Mental Health Field Response Program Policy

This program aligns with HB 2892.SL by providing immediate and appropriate law enforcement responses to mental health-related incidents. Due to current trends and data shown since the inception of the SCMHFRT, it is necessary to increase the presence and availability of behavioral health officers and mental health professionals within the City of Spokane. By integrating a team approach of mental health professionals and trained officers, the program ensures timely, evidence-based interventions that prioritize diversion from the criminal justice system and promote long-term stabilization. Additionally, the BHU's focus on collaboration with community partners reflects the law's emphasis on integrated care.

These team members will work together to respond to active behavioral health-related calls for service; including, welfare checks, crisis calls for service, and suicides. The new program model will allow clinicians to be in the field with officers providing one on one support.

Since 2018, SPD, in partnership with FBH, has expanded their mental health field response team capabilities over the years, utilizing mental health specialists to professionally, humanely, and safely respond to crises involving people with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals. In 2025, we will expand our reach by incorporating FBH's 988/911 Diversion services into SPD's planned public safety answer point. This will divert individuals with behavioral health needs that do not require an officer response to FBH's Mobile Rapid Response Crisis Teams (MRRCT) or other community resources for more appropriate diversion resources.

Another priority of the program will be daily coordination between our mental health coordinator and Designated Crisis Responders (DCRs) with requests for apprehension or evaluation for the purpose of Involuntary Treatment Act (ITA) investigations. This daily collaboration with our DCR partners includes sharing information on high-risk individuals to ensure appropriate and safe response. Generally, these individuals have repeated interactions with law enforcement, and BHU officers and clinicians already have established rapport which will promote safer apprehensions if detention is necessary.

There are opportunities for the program to intervene in each intercept points of the Sequential Intercept Model:

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Intercept 0: Community Services

The mental health coordinator will divert patrol calls for service to BHU officers when a subject has a known behavioral health issue or appears they may only need crisis response versus routine law enforcement intervention. In some cases, these patrol calls for service can be screened and determined not to need a law enforcement response at all, diverting them to an appropriate community resource.

The SPD BHU will have the opportunity to divert 911 calls to 988 to avoid creating unnecessary law enforcement contact. It frees up patrol and behavioral health officers to calls for service where law enforcement is necessary. Based on history with the SCMHFRT program, many individuals who are frequently in crisis or have behavioral health issues can be identified by an increased frequency of calls or a change in the nature of their calls to 911. By recognizing the escalation of symptoms, there is an opportunity to intervene early in a person's crisis cycle.

Intercept 1: Law Enforcement

When law enforcement contact is necessary, law enforcement officers are allowed to use discretion on whether to arrest or book someone into jail. Connecting them to community resources, stabilization, or substance use treatment is an alternative to these two options. The BHU officers also have the opportunity to refer individuals to therapeutic court alternatives at the time of arrest and booking if diversion is not optional.

While our primary focus is on Intercepts 0 and 1, the unit has had the opportunity to create relationships with Spokane County Jail Mental Health to ensure assessment, evaluation, and coordination of care post-release.

Although incarceration is sometimes necessary, the BHU will continue outreach to individuals in hopes of preventing the next incarceration or crisis.

There will be continued collaboration with Department of Corrections with their Special Needs Unit to explore new strategies preventing re-arrest or violations of conditions of release.

Many people simply fall through the gaps in existing services. Recognizing these individuals who may not have a mental illness, substance use issue, or even criminal justice involvement is another opportunity for the unit to meet the needs of the community. When there is no need for law enforcement involvement, referral to the appropriate resources is crucial. Specifically, when there are dementia concerns or situational crises, law enforcement involvement can be avoided despite initial calls to 911.

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Link Between Intended Participants' Needs and the Program

The program is designed to address the increasing demand for behavioral health crisis intervention in Spokane, evidenced by an 8% increase in city calls for service and a 30% increase in referrals for follow-up services in 2024. With an additional anticipated increase of 8% in calls for service in 2025, the SPD BHU would need approximately six officers to provide continued services at the level that has already been established.

With officers trained in behavioral health, alongside mental health professionals, the program ensures individuals in crisis receive appropriate and immediate support, reducing future interactions with law enforcement and the justice system.

The previous BHU structure utilized a combination of four SPD officers and three SCSO deputies who worked collaboratively to respond to behavioral health related calls for service both in the City and County.

In 2023, there were a combined total of 5567 regional law enforcement responses to behavioral health calls followed by a 7% increase in 2024 with 5960 calls. Of these totals, 67% in 2023 and 68% in 2024 of the total responses from the SCMHFRT were calls located in the Spokane city limits.

Based on this 8% increase in behavioral health calls for service in the city over that year period, and a 14% increase in calls for service citywide for all call types, it is anticipated there will be at least an 8% increase in 2025.

To meet the demands of increased behavioral health calls across the city, and a decrease in assistance from SCSO deputies, BHU can expect to respond to approximately 4878 calls for service in 2025. This would require a total of 5.7 officers to meet this demand.

Law enforcement is not only handling a significant increase in individuals suffering from behavioral health disorders as defined in RCW 71.05.020 (8) but now those are coupled with an epidemic of co-occurring substance use disorders as defined in RCW 71.05.020 (54). These together are compounding the already overwhelming problem for the SPD.

Over the last several years, SPD has seen a significant increase in the amount of illicit drug availability within the city, primarily situated in the downtown core which is the primary service area of these types of calls. This has become a draw for persons already in Spokane falling into this demographic to relocate to where their addiction can be satisfied more easily and quickly. SPD has also seen an increase of people being transported from cities outside of the Spokane area into the city for drug or mental health treatment options. Due to the accessibility of the illegal substances, this leads those persons to walk away from the treatment they were slated to obtain and reengage with their addictions.

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The diminished mental capacity from these disorders has led to the overwhelming epidemic of substance abuse. In 2024, the SPD had 2,255 overdose calls for service and the Spokane County Medical Examiner's Office reported 327 overdose deaths, a 300% increase since 2019 when we started our program. This is not inclusive of the total number of overdose calls where people survived from Narcan, hospitalization, or other means.

Further, there has been an increase in elderly patients who are gravely disabled as defined in RCW 71.05.020 (25), many of whom are exhibiting dementia like symptoms. The patrol response to address and locate this vulnerable population is a significant drain on resources. Once found it is common for the same people to have continued future law enforcement responses because they either live alone and are not presenting with enough symptoms requiring an ITA detention or are being cared for by family who are not able to manage the issue.

The totality of these circumstances creates a cyclical progression of people routinely encountering law enforcement and more likely than not getting further into the criminal justice system.

Description of the Service Area and Catchment Area

The BHU will serve the City of Spokane to address the increase in calls for service. Spokane is the second largest city in Washington State with a population of 229,447. Of that, 7% of the Spokane population live in downtown Spokane. Geographically, the Downtown Precinct comprises 2% of the total city area, handling more drug-related crimes than the remaining precincts combined, with 43% of all drug-related calls for service and 68% of all drug-related offenses listed in reports and citations in 2023. Of the 107,567 responded to calls across the city, 19.2% occurred in the Downtown Precinct.

The SPD has already implemented patrol structure changes to accommodate these numbers due to the feedback and concerns in downtown Spokane while still minimizing the impact on other precincts also needing patrol responses.

The program will structure staffing and resources to meet the growing demand, ensuring rapid response times by factoring in travel times, volume of calls, and staffing levels. With the increasing volume of calls and the 8% increase in behavioral health calls in 2024, the program aims to expand capacity to meet this rising need. One staffing consideration is to allow 7-day coverage with staggered shifts to cover most of the day, 0700-2100, which would continue to alleviate calls outside of the dayshift or mid-shift hours that patrol officers would have to balance in the already extensive call loads citywide.

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Anticipated Contacts and Served Participants

Considering the 8% increase in calls for service seen in 2024, it is anticipated we will see at least that again in 2025. The SPD BHU can anticipate responding to 4878 calls for service in 2025. Based on past years' averages of calls per BHU unit, to meet this standard, a total of 5.7 officers would be required.

There were 4561 in-person contacts for the regional team in 2024 and SPD officers contacted 63% of those. There is an anticipated 6% increase for in-person contacts which is 4835 contacts.

There was a 30% increase in referrals to the SPD BHU 2023 – 2024. BHU was only able to respond to 29% of these requests for follow up. The mental health coordinator will screen the referrals to determine if law enforcement contact is necessary of if the situation can be handled by community partners.

Protocol and Processes for Gathering Information

Call takers and dispatchers will be trained to identify behavioral health-related calls by reviewing historical data, behavioral health alerts, and current information about individuals. They will flag appropriate calls for the BHU ensuring that officers are dispatched to incidents that may require behavioral health support. A collaborative feedback loop will be established, with regular communication between dispatch, officers, and mental health professionals to ensure accurate data sharing and timely interventions.

FBH and Spokane Regional Emergency Communications (SREC) have developed a "Warm Transfer Protocols Between 911/PSAPS and 988" training document that outlines protocols and processes so appropriate decisions can be made regarding the level and type of response to meet caller's need. If requested by the caller or determined by 988/911 Diversion staff that the caller's level of risk requires in-person contact, staff will complete a warm transfer to FBH's Mobile Dispatch Unit where in-person contact with a mental health professional can occur.

Data specific to BHU related calls is also gathered, including:

- Number of persons contacted per month
- Number of shifts worked per month
- Average number of crisis contacts per shift
- Average time spent on a call
- Number of minutes saved due to SPD BHU responding instead of patrol
- Number of contacts that resulted in a referral for diversion
- Number of contacts with an outcome other than jail or the hospital, including:
    - Number arrested
    - Emergently detained
    - Force beyond handcuffing used
    - Diverted from arrestable offense

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    - Diverted and from hospital
    - Total calls received from patrol division
- Number of follow-up contacts attempted
- Number of individuals who refused assistance

Training Approach for Officers, Call Takers, and Behavioral Health Personnel

Training for the new BHU will focus on:

- De-escalation and crisis intervention techniques for law enforcement and dispatchers
- Trauma-informed care principles for behavioral health professionals
- Collaboration and communication practices between law enforcement and mental health professionals to ensure a coordinated, comprehensive response

The Washington State Co-Responders Outreach Alliance (CROA) has agreed to partner with the Spokane Police Department and host their POISE training in late 2025 or early 2026. This free training is partnered with University of Washington and will serve all the co-responders in Eastern Washington and Northern Idaho.

The SPD BHU will be doing extensive in-house training to become the department and regional leaders in Emergency Risk Protection Orders. Our goal is to reduce gun violence as it relates to suicide prevention and domestic violence associated with mental illness.

Axon International has contracted with the SPD in use of its Virtual Reality (VR) training. The training allows officers and clinicians to improve decision making, de-escalation, communication skills and when needed using the lowest level of force possible to protect lives of citizen, especially those in crisis.

Patrol Procedure training will be hosted for clinicians to keep everyone safe on crisis calls. Cohesive and well trained co-deployed teams is key to creating positive outcomes for those in crisis.

The SPD has also been a leader on incorporating Motivational Interviewing (MI) into law enforcement crisis intervention. MI is an evidence-based style of communication that focuses on the individual and uses empathetically listening and empowering the person to identify their own goals and desired behaviors rather than demands or commands from a law enforcement officer when appropriate.

The majority of our BHU officers are also on our Hostage Negotiations Team which trains monthly in de-escalation, negotiations and crisis response.

Regarding FBH’s training plan for call takers/dispatcher, FBH has developed a protocol for “Warm Transfer Protocols Between 911/PSAPS and 988.” This protocol is currently used with SREC and includes “warm transfer criteria cards.” The warm transfer criteria

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cards are designed to align with current 911 dispatch processes and are designed to guide telecommunicators in dispatching mental health resources. The cards help assess factors like risk, means, plan, and the caller's willingness to speak with 988, directing the telecommunicator to the right course of action.

Mental health professionals on the BHU team receive mandatory training in community-based outreach, assessment, community resources, Motivational Interviewing for crisis response, Columbia Suicide Risk assessment, homicide risk assessment, Involuntary Treatment Services, case management services, Safety (training from FBH and SPD), Management of Aggressive Behavior, CPR, resources for Trueblood Class Members, harm reduction, and other trainings as required.

Role of Case Manager

Case management service provided by FBH's Mobile Rapid Response Crisis Teams includes an initial assessment to determine the individual's needs, strengths, and challenges. Care plans are then developed with the individual that outlines specific goals, services required, and strategies to reach those goals. Staff then connect the individual with resources and services and monitor their progress until stabilization has occurred.

The BHU will ensure a smooth transition for individuals from short-term services to more permanent, community-based support. This will include linking participants to housing programs, ongoing mental health care, and substance use treatment programs.

Wraparound Services and Resources

The program will include evidence-based resources such as:

- Crisis stabilization services
- Long-term mental health and substance use treatment to ensure that individuals receive comprehensive care that addresses the root causes of their behavioral health issues
- Therapeutic court sentencing alternatives
- Secure withdrawal management

NEED

As a regional unit, both SPD and SCSO responded to a total of 5960 calls collectively as a unit throughout the county in 2024. The goal now is to continue providing the same level service as our own program. Throughout this application the increase in calls for service and referrals has been reiterated, and that is only expected to get higher. The response from the BHU units is a significant savings to our patrol officers, who would otherwise have to incorporate all BHU related calls into their existing workload. Even with our current staffing, there are still about 4-5 times per day in which patrol officers request assistance from BHU over the radio and there are no units available to assist.

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The resources under consideration for the new program will continue providing the level of care that is needed for this population. Without a dedicated SPD BHU, the alternatives will be devastating to an already overloaded need for law enforcement response.

PARTNERSHIP AND COLLABORATION

SCMHFRT has developed numerous relationships with service providers in the Spokane community to coordinate a system of care. These relationships will continue and grow under the SPD BHU. The unit accepts referrals from any agency and collaborates on individuals seeking support. One example is working with Department of Social and Health Services, specifically Department of Developmental Disabilities. The mental health coordinator collaborates on Cross System Crisis Plans to ensure the most appropriate law enforcement response based on individual client needs. The coordinator enters alerts on addresses and people to inform responding officers of unique individuals' needs and best response practices. On high-risk individuals who need involuntary treatment the unit coordinates with FBH to ensure the safety of officers and patients during the detention. Through an established relationship with Spokane Regional Stabilization Center (SRSC), law enforcement can immediately access stabilization and withdrawal management beds for individuals to divert them from the criminal justice system and emergency rooms.

Evaluation will be an ongoing process throughout the program. Data collected at each stage (referral, case planning, service delivery, and case management) will be used to assess the effectiveness of services and identify areas for improvement. The evaluation process will include quality measures, where all partners receive regular updates on client outcomes and program performance, allowing for continuous quality improvement.

SERVICES

The SPD BHU will engage a range of strategic partnerships to ensure effective stabilization, observation, disposition, and custodial transfer for participants. These partnerships will involve local mental health service providers, law enforcement, hospitals, social services, and legal professionals to create a cohesive, multidisciplinary approach. Stabilization and observation will be provided by SRSC, local hospitals and clinics. Community-based service providers will play a role in assessing individuals for appropriate dispositions, which may include placement in residential treatment, outpatient care, or other forms of treatment. This team will also liaise with legal professionals if participants need court orders or if there are concerns about involuntary treatment. For participants requiring custodial transfer, we will work with local jails and court systems to ensure a smooth transition between services. Partnerships with courts will ensure that individuals are not incarcerated unnecessarily and are instead referred to appropriate treatment programs.

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The BHU will have the option to transfer individuals to FBH's MRRCTs for further stabilization services. If placed in secure withdrawal management or shelters, FBH's MRRCTs can provide follow-up services to monitor and assist individuals with discharge plans. FBH's MRRCTs will transition individuals to on-going services for substance, mental health, and other providers based on the individual's needs.

Assessing participants for danger to themselves or others will be an integral part of the SPD BHU. We will utilize well-established tools such as the Columbia-Suicide Severity Rating Scale (C-SSRS) for suicidal ideation BHU officer's will use their authority under RCW 71.05 to determine if individuals meet the requirements under the Involuntary Treatment Act. Ongoing assessments will be conducted regularly to monitor any changes in behavior or risk factors.

For participants considered high utilizers, we will adopt a more intensive, individualized approach to care. When a participant is identified as a high utilizer, meaning those who frequently access emergency services or law enforcement due to their mental health or substance use conditions, we will connect them with services dedicated to care coordination or case management. These teams will have specialized training in managing complex cases and will ensure that the individuals receive a seamless continuum of care. We will also ensure ongoing coordination between mental health providers, therapeutic courts, local hospitals, community outreach programs, and the judicial system to prevent repeated crises and promote long-term stability.

FBH is in discussion with the Health Care Authority to convert current diversion resources to develop a diversion follow-up team that consists of BA clinicians and certified peer specialists who can provide crisis intervention and stabilization services to individuals considered high utilizers. We anticipate receiving referrals from the MHFRTs as well as 988/911 Diversion staff.

Knowing these participants are a high priority for SPD, FBH will be using best practices in addition to bed practice outpatient services that are already provided at FBH for individuals who are high utilizers of the crisis system of care.

Individualized care plans will be developed using a collaborative, client-centered approach. Through this transparent and flexible process, the program will ensure that all parties involved in the care of the participant are on the same page, working together to achieve the best possible outcomes.

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Program Timeline

Provide a detailed outline citing to implementation activities and dates by month and year for the steps required to implement the proposed diversion program or service(s). This is also your opportunity to explain implementation challenges and how you plan to address these challenges. Please include an outline of steps that will be taken and the time frame needed to resolve these issues. Please list and explain any issues that may affect the timing of this project.

Spokane Police Department

Year 1 (2025 – 2026)

Month 1 – 3: Finalize staffing, and hire officer and mental health professionals.

Month 4 – 6: Training for all personnel, including law enforcement, dispatch, and behavioral health professionals.

Month 4 – 12: Begin full operational deployment, monitor and assess response effectiveness, and collect data on call volume, contacts, productivity, and outcomes.

Year 2 (2026 – 2027)

Month 1 – 3: Evaluation and feedback period; review performance and adjust protocols as necessary. Incorporate the addition of one officer.

Month 4 – 12: Full implementation of the expanded team; continue monitoring, data collection, and program evaluation.

Frontier Behavioral Health

TASKS: Completed by June 30, 2025

1. Meet with SPD to discuss program design and protocols.
2. Determine what data elements are needed for reporting purposes.
3. Update/review policies and procedures.
4. Discuss with FBH human resources and SPD about hiring staff pending completion of SPD background checks to minimize delays in hiring.

Potential Challenges and Solutions

Challenge: Managing the increasing volume of calls while ensuring quality service.

- Solution: Implement data-driven staffing models to ensure proper coverage and consider adding more officers and/or clinicians, if needed.

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Budget Worksheet

*****THIS IS A MULTI YEAR BUDGET WORKSHEET*****

Please ensure that you provide all relevant informaton for each year.

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Budget Worksheet Year 1

July 1, 2025 - June 30, 2026

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required informa must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this sp identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devo Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organi of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as example is 25.50% should be shown as 25.50)

Name	Position	Computation		
		Salary	Basis	Percentage of Time
Dale Wells	Sergeant	155,467.00	Year	100
Carrie Christiansen	Mental Health Coordinator	95,218.50	Year	100
Benjamin Manning	Sr. Police Officer	123,668.00	Year	100

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Joseph Dunsmoor	Sr. Police Officer	124,363.00	Year	100
Joshua Zuray	Sr. Police Officer	124,363.00	Year	100
Karl Richardson	Sr. Police Officer	124,363.00	Year	100
Sergeant Overtime	Sergeant	4,470.00	Year	100
Senior Police Officer Overtime (4 Officers)	Sr. Police Officer	14,300.00	Year	100
				TC

Personnel Narrative

The SPD agreement includes a total of 6 personnel to support the mission of the Washington Association of Sheriffs and Police Chiefs Co-Deployed team staff and one professional staff member that include a percentage of time to 100% for each personnel listed. The Co-Deployed team has been working familiar with all agencies, process, and procedures. Overtime is budgeted at 40 hours per Officer and 40 hours for the Sergeant on an annual basis.

During Year 1 - SPD will also be assigning an additional officer to the unit fully paid and supported from local funds. This will bring the total SPD personne

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefi listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FI Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be

Description	Comput Base
FICA - Sergeant	$ 155,467.00

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Retirement - Sergeant	$ 155,467.00
Def Comp - Sergeant	$ 155,467.00
Industrial Insurnace - Sergeant	$ 155,467.00
Medical - Sergeant	$ 155,467.00
Dental Insurance - Sergeant	$ 155,467.00
Long-term Disability - Sergeant	$ 155,467.00
WA PFML - Sergeant	$ 155,467.00
FICA - Sr. Police Officer	$ 496,757.00
Retirement - Sr. Police Officer	$ 496,757.00
Def Comp - Sr. Police Officer	$ 496,757.00
Industrial Insurnace - Sr. Police Officer	$ 496,757.00
Medical - Sr. Police Officer	$ 496,757.00
Dental Insurance - Sr. Police Officer	$ 496,757.00
Long-term Disability - Sr. Police Officer	$ 496,757.00
WA PFML - Sr. Police Officer	$ 496,757.00
Social Security/FICA - Mental Health Coordinator	$ 95,218.50
Retirement - Mental Health Coordinator	$ 95,218.50
Medical - Mental Health Coordinator	$ 95,218.50
Life Insurance - Mental Health Coordinator	$ 95,218.50
Dental Insurance - Mental Health Coordinator	$ 95,218.50
Def Comp - Mental Health Coordinator	$ 95,218.50
WA PFML - Mental Health Coordinator	$ 95,218.50
Sergeant Overtime Benefits (FICA, Retirement, PFML)	$ 4,470.00
Sr. Police Officer Overtime Benefits (FICA, Retirement, PFML)	$ 14,300.00

	TOTAL

Fringe Benefits Narrative

The amounts dervied were based on 2025/2026 budgeted amounts. The SPD Commissioned benefit rate varies depending on person and rank. The be officer averages to 35% in total and that includes the following; FICA: .0145, Retirement-.0532, WA FMLA-0092, Deferred Comp-.062 and per pay period Commissioned and Civilian personnel to includeMedical, Dental, Industrial Insurance, Long Term Disability and Life Insurance. The Civilian rate averages specific rates are as follows for the respective benefits: FICA-.0765, Retirement-.11 and also per pay period amounts as defined above.

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). De travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X l training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identif known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/C

Purpose of Travel	Location	Computation					
		Item	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
CorCon	Location to be determined	**Lodging**	150.00	Daily	3	7	1
		Meals	92.00	Daily	4	7	1

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		Mileage					
		Transportation:					
		Airfare	600.00	Round Trip		7	1
		Uber/Lyft	100.00		2	2	1
		Airport Parking	75.00		2	2	1
		Local Travel					
		Other					
		Registration	575.00		1	7	1
		Subtotal					
Purpose of Travel	**Location**	**Computation**					
PTACC	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging	200.00	Daily	4	1	1
		Meals	92.00	Daily	4	1	1
		Mileage					
		Transportation:					
		Airfare	600.00	Round Trip		1	1
		Uber/Lyft	100.00		1	1	1
		Airport Parking	75.00		1	1	1
		Local Travel					
		Other					
		Registration	575.00		1	1	1
		Subtotal					
Purpose of Travel	**Location**	**Computation**					

CIT NW		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips
		Lodging	150.00	Daily	3	3	1
		Meals	92.00	Daily	3	3	1
		Mileage					
		Transportation:					
		Airfare	218.00	Round Trip		3	1
		Rental Car	81.00	Daily	3	1	1
		Local Travel					
		Other					
		Registration	350.00		1	3	1
		Subtotal					

Purpose of Travel	**Location**	**Computation**					
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging	309.00	Daily	3	2	1
		Meals	92.00	Daily	3	2	1
		Mileage					
		Transportation:					
		Airfare	762.00	Round Trip		2	1
		Rental Car	81.00	Daily	3	1	1
		Local Travel					
		Other					
		Subtotal					

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Purpose of Travel	Location	Computation					
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging	110.00	Daily	3	2	1
		Meals	92.00	Daily	3	2	1
		Mileage					
		Transportation:					
		Airfare	576.00	Round Trip		2	1
		Rental Car	81.00	Daily	3	1	1
		Local Travel					
		Other					
		Subtotal					

Purpose of Travel	Location	Computation					
Wellness Conference	Coeur d'Alene, ID	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging					
		Meals					
		Mileage		Round Trip			
		Transportation:					
		Airfare					
		Rental Car					
		Local Travel					
		Other					
		Registration	375.00		1	4	1

		Subtotal

Travel Narrative

The Co-Deployed Team is requesting multiple trips along with attending local conferences throughout the award period. Varying number of attendees v
Lodging Per Deim and food rates have been applied according to the City in the correct time frames. All airline and travel estimates are based off of an g
respective registration rates have also been applied according to each conference. Most travel locations are unknown at this time as conferences have n
announced.

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment
Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing eq
items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. E
necessary for the success of the project, and describe the procurement method to be used.

Item	**Computa** **Quantity**
	TO

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Equipment Narrative

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $ held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the

Supply Item	Computa
	Quantity/ Duration

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Supplies Narrative

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are follo

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation	
		Fee	Basis
			Subto

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Consultant Fee Narrative

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). T anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation					
		Item	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging					
		Meals					
		Mileage					
		Transportation:					
		Local Travel					
		Other					
		Subtotal					
Purpose of Travel	**Location**	**Computation**					

		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips
		Lodging					
		Meals					
		Mileage					
		Transportation:					
		Local Travel					
		Other					
		Subtotal					
Purpose of Travel	**Location**	**Computation**					
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips
		Lodging					
		Meals					
		Mileage					
		Transportation:					
		Local Travel					
		Other					
		Subtotal					
							Subtotal Consu
							TOT

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Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encourage competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item
Frontier Behavioral Health
TOTAL Contracts

Contracts Narrative

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PERSONNEL
Salaries provide for Program Administrator (7.267% FTE), Supervisor (33.33% FTE), and Mental Health Clinician II X 4 FTE (100% FTE) plus fringe benefits total $433,059.06

TRAVEL
Motivational Interviewing training and travel costs. ($10,000)

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. F square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text f such as square footage, months, etc.

	Computation		
Description	**Quantity**	**Basis**	**Cost**
			TOT

Other Costs Narrative

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Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify th requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ 766,212.50
B. Fringe Benefits	$ 244,204.30
C. Travel	$ 29,574.00
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 568,812.06
G. Other	$ -
TOTAL GRANT REQUEST	$ 1,608,802.86

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Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing everything listed here must be in conformance with 2 CFR § 200.306.

During Year 1 - SPD will be assigning an additional FTE to the unit that will be fully paid using local funds. Total cost of compensation salaries/benefits of

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 1,608,802.86
↑ + ↓	
LOCAL MATCH (IF APPLICABLE)	$ 167,655.00
= ↓	
OVERALL PROGRAM VALUE	$ 1,776,457.86

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tion (including narrative)
readsheet that allows for the

ted to the project.
zation. Include a description
the percentages of time, an

Length of Time	Cost
1	$ 155,467.00
1	$ 95,218.50
1	$ 123,668.00

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1	$ 124,363.00
1	$ 124,363.00
1	$ 124,363.00
1	$ 4,470.00
1	$ 14,300.00
OTAL Personnel	$ 766,212.50

. There are five commissioned together since inception and is el to 7.

its are for the personnel
CA, Workman's
shown as .0765)

ation	
Rate	**Cost**
0.0145	$ 2,254.27

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0.0532	$ 8,270.84
0.062	$ 9,638.95
0.0011	$ 171.01
0.1141	$ 17,738.78
0.0101	$ 1,570.22
0.0035	$ 544.13
0.0092	$ 1,430.30
0.0145	$ 7,202.98
0.0532	$ 26,427.47
0.062	$ 30,798.93
0.0011	$ 546.43
0.1736	$ 86,237.02
0.0101	$ 5,017.25
0.0035	$ 1,738.65
0.0092	$ 4,570.16
0.0765	$ 7,284.22
0.110	$ 10,493.08
0.177	$ 16,825.11
0.004	$ 371.35
0.016	$ 1,552.06
0.019	$ 1,828.20
0.0026	$ 249.47
0.077	$ 343.74
0.077	$ 1,099.67

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	$ -
	$ -
	$ -
	$ -
Fringe Benefits	$ 244,204.30

nefit rate for a commissioned
varying amounts per both
s to 45% in total of salary and

escribe the purpose of each
odging, $X subsistence). In
y the location of travel, if
Consultant" category.

	Cost
Cost	
3,150.00	
2,576.00	

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-	
4,200.00	
400.00	
300.00	
-	
4,025.00	
14,651.00	**14,651.00**
	Cost

Cost	
800.00	
368.00	
-	
600.00	
100.00	
75.00	
-	
575.00	
2,518.00	**2,518.00**
	Cost

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Cost	
1,350.00	
828.00	
-	
654.00	
243.00	
-	
1,050.00	
4,125.00	**4,125.00**
	Cost

Cost	
1,854.00	
552.00	
-	
1,524.00	
243.00	
-	
-	
4,173.00	**4,173.00**

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

	Cost
Cost	
660.00	
552.00	
-	
1,152.00	
243.00	
-	
-	
2,607.00	**2,607.00**

	Cost
Cost	
-	
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-	
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-	
1,500.00	

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

1,500.00	**1,500.00**
TOTAL Travel	29,574.00

vill be traveling. All Federal
general number for travel. All
not yet been formally

t should be used).
quipment, especially high cost
Explain how the equipment is

ation	**Cost**
Cost	
	$ -
	$ -
	$ -
	$ -
TAL Equipment	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

5,000, such as books, hand
project.

ation	Cost
Cost	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
TOTAL Supplies	$ -

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ved.

on the project. Consultant

	Quantity	Cost
		$ -
		$ -
		$ -
		$ -
tal Consultants		$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

his includes travel expenses for

	Cost
Cost	
-	
-	
-	
-	
-	
-	
-	$ -
	Cost

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Cost	
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-	
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-	
-	
-	$ -

	Cost

Cost	
-	
-	
-	
-	
-	
-	
-	$ -
ultant Expenses	$ -
TAL Consultants	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

d to promote free and open

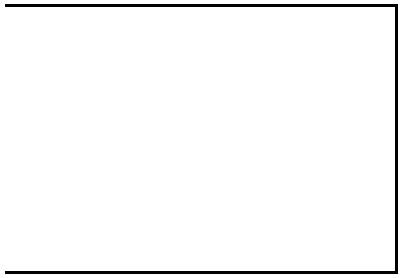
Cost	
$	568,812.06
$	-
$	-
$	-
$	568,812.06

($342,339.18 + $90,719.88)

or example, provide the
ield to describe the quantity

Length of Time	Cost
	$ -
	$ -
	$ -
	$ -
	$ -
AL Other Costs	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16



e category and total dollars

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

for your program. Note that

$167,655.

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Budget Worksheet Year 2

July 1, 2026 - June 30, 2027

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required informa
must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this sp
identification and description of funds or items to be provided as program matching funds (cost sharing).

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devo
Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organi
of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as
example is 25.50% should be shown as 25.50)

Name	Position	Computation		
		Salary	Basis	Percentage of Time
Dale Wells	Sergeant	160,458.50	Year	100
Carrie Christiansen	Mental Health Coordinator	97,685.50	Year	100
Benjamin Manning	Sr. Police Officer	127,685.00	Year	100
Joseph Dunsmoor	Sr. Police Officer	128,321.00	Year	100
Joshua Zuray	Sr. Police Officer	128,321.00	Year	100
Karl Richardson	Sr. Police Officer	128,321.00	Year	100
Senior Police Officer	Sr. Police Officer	124,076.00	Year	100
Sergeant Overtime	Sergeant	4,611.00	Year	100
Senior Police Officer Overtime (5 Officers)	Sr. Police Officer	18,437.00	Year	100
				TC

Personnel Narrative

The SPD agreement includes a total of 7 personnel to support the mission of the Washington Association of Sheriffs and Police Chiefs Co-Deployed team
staff and one professional staff member that include a percentage of time to 100% for each personnel listed. The Co-Deployed team has been working
familiar with all agencies, process, and procedures. Overtime is budgeted at 40 hours per Officer and 40 hours for the Sergeant on an annual basis.

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Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefi
listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FI
Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be

Description	Computa Base
FICA - Sergeant	$ 160,458.50
Retirement - Sergeant	$ 160,458.50
Def Comp - Sergeant	$ 160,458.50
Industrial Insurnace - Sergeant	$ 160,458.50
Medical - Sergeant	$ 160,458.50
Dental Insurance - Sergeant	$ 160,458.50
Long-term Disability - Sergeant	$ 160,458.50
WA PFML - Sergeant	$ 160,458.50
FICA - Sr. Police Officer	$ 636,724.00
Retirement - Sr. Police Officer	$ 636,724.00
Def Comp - Sr. Police Officer	$ 636,724.00
Industrial Insurnace - Sr. Police Officer	$ 636,724.00
Medical - Sr. Police Officer	$ 636,724.00
Dental Insurance - Sr. Police Officer	$ 636,724.00
Long-term Disability - Sr. Police Officer	$ 636,724.00
WA PFML - Sr. Police Officer	$ 636,724.00

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Social Security/FICA - Mental Health Coordinator	$ 97,685.50
Retirement - Mental Health Coordinator	$ 97,685.50
Medical - Mental Health Coordinator	$ 97,685.50
Life Insurance - Mental Health Coordinator	$ 97,685.50
Dental Insurance - Mental Health Coordinator	$ 97,685.50
Def Comp - Mental Health Coordinator	$ 97,685.50
WA PFML - Mental Health Coordinator	$ 97,685.50
Sergeant Overtime Benefits (FICA, Retirement, PFML)	$ 4,611.00
Sr. Police Officer Overtime Benefits (FICA, Retirement, PFML)	$ 18,437.00
	TOTAL

Fringe Benefits Narrative

The amounts dervied were based on 2025/2026 budgeted amounts. The SPD Commissioned benefit rate varies depending on person and rank. The be officer averages to 35% in total and that includes the following; FICA: .0145, Retirement-.0532, WA FMLA-0092, Deferred Comp-.062 and per pay period Commissioned and Civilian personnel to includeMedical, Dental, Industrial Insurance, Long Term Disability and Life Insurance. The Civilian rate averages specific rates are as follows for the respective benefits: FICA-.0765, Retirement-.11 and also per pay period amounts as defined above.

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). De travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X l training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identif known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/C

Purpose of Travel	Location	Computation					
CorCon	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging	150.00	Daily	3	7	1
		Meals	92.00	Daily	4	7	1
		Mileage					
		Transportation:					
		Airfare	600.00	Round Trip		7	1
		Uber/Lyft	100.00		2	2	1
		Airport Parking	75.00		2	2	1
		Local Travel					
		Other					
		Registration	575.00		1	7	1
		Subtotal					
Purpose of Travel	**Location**	**Computation**					
PTACC	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging	200.00	Daily	4	1	1
		Meals	92.00	Daily	4	1	1

		Mileage					
		Transportation:					
		Airfare	600.00	Round Trip		1	1
		Uber/Lyft	100.00		1	1	1
		Airport Parking	75.00		1	1	1
		Local Travel					
		Other					
		Registration	575.00		1	1	1
		Subtotal					
Purpose of Travel	**Location**	**Computation**					
CIT NW		**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging	150.00	Daily	3	3	1
		Meals	92.00	Daily	3	3	1
		Mileage					
		Transportation:					
		Airfare	218.00	Round Trip		3	1
		Rental Car	81.00	Daily	3	1	1
		Local Travel					
		Other					
		Registration	350.00		1	3	1
		Subtotal					
Purpose of Travel	**Location**	**Computation**					
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

		Lodging	309.00	Daily	3	2	1
		Meals	92.00	Daily	3	2	1
		Mileage					
		Transportation:					
		Airfare	762.00	Round Trip		2	1
		Rental Car	81.00	Daily	3	1	1
		Local Travel					
		Other					
		Subtotal					
Purpose of Travel	**Location**	**Computation**					
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging	110.00	Daily	3	2	1
		Meals	92.00	Daily	3	2	1
		Mileage					
		Transportation:					
		Airfare	576.00	Round Trip		2	1
		Rental Car	81.00	Daily	3	1	1
		Local Travel					
		Other					
		Subtotal					
Purpose of Travel	**Location**	**Computation**					

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips
Wellness Conference	Coeur d'Alene, ID	**Lodging**					
		Meals					
		Mileage		Round Trip			
		Transportation:					
		Airfare					
		Rental Car					
		Local Travel					
		Other					
		Registration	375.00		1	4	1
		Subtotal					

Travel Narrative

The Co-Deployed Team is requesting multiple trips along with attending local conferences throughout the award period. Varying number of attendees v
Lodging Per Deim and food rates have been applied according to the City in the correct time frames. All airline and travel estimates are based off of an g
respective registration rates have also been applied according to each conference. Most travel locations are unknown at this time as conferences have n
announced.

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing eq items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. E necessary for the success of the project, and describe the procurement method to be used.

Item	Comput Quantity
	TO

Equipment Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $ held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the

Supply Item	Computa
	Quantity/ Duration

Supplies Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are follo

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation	
		Fee	Basis
			Subto

Consultant Fee Narrative

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). T anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation					
		Item	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging					
		Meals					
		Mileage					
		Transportation:					
		Local Travel					
		Other					
		Subtotal					
Purpose of Travel	**Location**	**Computation**					
		Item	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging					
		Meals					
		Mileage					
		Transportation:					
		Local Travel					
		Other					

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

		Subtotal					
Purpose of Travel	**Location**	**Computation**					
		Item	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**
		Lodging					
		Meals					
		Mileage					
		Transportation:					
		Local Travel					
		Other					
		Subtotal					
							Subtotal Consu
							TOT

Consultant Expenses Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encourage competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item
Frontier Behavioral Health
TOTAL Contracts

Contracts Narrative

PERSONNEL
Salaries provide for Program Administrator (9.083% FTE), Supervisor (38.46% FTE), and Mental Health Clinician II X 5 FTE (100% FTE) plus fringe benefits total $537,579.62

TRAVEL
Motivational Interviewing training and travel costs. ($10,000)

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G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. F
square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text f
such as square footage, months, etc.

	Computation		
Description	**Quantity**	**Basis**	**Cost**
			TOT

Other Costs Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify th requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ 894,868.00
B. Fringe Benefits	$ 292,666.88
C. Travel	$ 29,574.00
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 703,033.62
G. Other	$ -
TOTAL GRANT REQUEST	$ 1,920,142.50

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing everything listed here must be in conformance with 2 CFR § 200.306.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 1,920,142.50

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↑ + ↓

LOCAL MATCH (IF APPLICABLE)	$ -

=↓

OVERALL PROGRAM VALUE	$ 1,920,142.50

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tion (including narrative)
readsheet that allows for the

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

ıted to the project.
zation. Include a description
the percentages of time, an

	Length of Time	Cost
	1	$ 160,458.50
	1	$ 97,685.50
	1	$ 127,685.00
	1	$ 128,321.00
	1	$ 128,321.00
	1	$ 128,321.00
	1	$ 124,076.00
	1	$ 4,611.00
	1	$ 18,437.00
ɔTAL Personnel		$ 894,868.00

. There are six commissioned
together since inception and is

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Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

its are for the personnel
CA, Workman's
shown as .0765)

ation	
Rate	**Cost**
0.0145	$ 2,326.65
0.0532	$ 8,536.39
0.062	$ 9,948.43
0.0011	$ 176.50
0.1141	$ 18,308.31
0.0101	$ 1,620.63
0.0035	$ 561.60
0.0092	$ 1,476.22
0.0145	$ 9,232.50
0.0532	$ 33,873.72
0.062	$ 39,476.89
0.0011	$ 700.40
0.1736	$ 110,535.29
0.0101	$ 6,430.91
0.0035	$ 2,228.53
0.0092	$ 5,857.86

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0.0765	$	7,472.94
0.110	$	10,764.94
0.177	$	17,261.03
0.004	$	380.97
0.016	$	1,592.27
0.019	$	1,875.56
0.0026	$	255.94
0.077	$	354.59
0.077	$	1,417.81
	$	-
	$	-
	$	-
Fringe Benefits	$	292,666.88

nefit rate for a commissioned
varying amounts per both
s to 45% in total of salary and

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

escribe the purpose of each
odging, $X subsistence). In
y the location of travel, if
Consultant" category.

	Cost
Cost	
3,150.00	
2,576.00	
-	
4,200.00	
400.00	
300.00	
-	
4,025.00	
14,651.00	**14,651.00**

	Cost
Cost	
800.00	
368.00	

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-	
600.00	
100.00	
75.00	
-	
575.00	
2,518.00	**2,518.00**
	Cost

Cost
1,350.00
828.00
-
654.00
243.00
-
1,050.00
4,125.00

4,125.00
Cost

Cost

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

1,854.00	
552.00	
-	
1,524.00	
243.00	
-	
-	
4,173.00	**4,173.00**
	Cost

Cost	
660.00	
552.00	
-	
1,152.00	
243.00	
-	
-	
2,607.00	**2,607.00**
	Cost

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Cost	
-	
-	
-	
-	
-	
-	
1,500.00	
1,500.00	**1,500.00**
TOTAL Travel	29,574.00

vill be traveling. All Federal
general number for travel. All
not yet been formally

t should be used).
quipment, especially high cost
Explain how the equipment is

ation	Cost
Cost	
	$ -
	$ -
	$ -
	$ -
TAL Equipment	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

5,000, such as books, hand
project.

ation	Cost
Cost	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
TOTAL Supplies	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

ved.

on the project. Consultant

	Quantity	Cost	
		$	-
		$	-
		$	-
		$	-
tal Consultants		$	-

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his includes travel expenses for

	Cost
Cost	
-	
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-	
-	
-	$ -

	Cost
Cost	
-	
-	
-	
-	
-	
-	

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

-	$ -
	Cost
Cost	
-	
-	
-	
-	
-	
-	
-	$ -
ultant Expenses	$ -
TAL Consultants	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

d to promote free and open

Cost	
$	703,033.62
$	-
$	-
$	-
$	703,033.62

($424,964.13 + $112,615.49)

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

or example, provide the
ield to describe the quantity

Length of Time	Cost
	$ -
	$ -
	$ -
	$ -
	$ -
AL Other Costs	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

e category and total dollars

for your program. Note that

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Consistent Care Support Services LLC

ConsistentCare
Connecting People to Health

1235 N Post St, Suite 201
Spokane, WA 99201
509-392-6965
www.consistentcare.org

Tuesday, January 21, 2025

Darin Neven, MS, MD
Medical Director
Consistent Care Support Services
darin@consistentcare.org
Mobile: 509-290-3173

Dear Washington Association of Sheriffs and Police Chiefs

I am writing to express my strong support for the Spokane Police Department's application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a deep commitment to addressing the complex behavioral health challenges in our community, and I believe the continuation of this important work will greatly benefit our city.

For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. Considering these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises.

In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, I support the Spokane Police Department’s request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department’s mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.

I fully support the Spokane Police Department’s request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. I look forward to our continued partnership with the Spokane Police Department’s Behavioral Health Unit.

Sincerely,

Darin Neven, MS, MD

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

DOWNTOWN SPOKANE
PARTNERSHIP

January 23, 2025

Dear Washington Association of Sheriffs and Police Chiefs,

On behalf of the Downtown Spokane Partnership (DSP) representing employers, small businesses, nonprofits and residents in the urban core of Washington's second largest city, I am writing to express our support for the Spokane Police Departments application for Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a deep commitment to addressing the complex behavioral health challenges in our community, and I believe the continuation of this important work will greatly benefit our city.

For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. Considering these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises.

In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, I support the Spokane Police Department's request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department's mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.

The DSP fully supports the Spokane Police Department's request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. I look forward to our continued partnership with the Spokane Police Department's Behavioral Health Unit.

Sincerely,

President & CEO, Downtown Spokane Partnership

818 W Riverside, Ste 120, Spokane, WA 99201 509.456.0580 info@downtownspokane.org downtownspokane.org

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FRONTIER BEHAVIORAL HEALTH

January 22, 2025

Dear Washington Association of Sheriffs and Police Chiefs,

I am writing to express my strong support for the Spokane Police Department's (SPD) application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team (MHFRT) grant. Currently, Frontier Behavioral Health (FBH) provides the mental health component to the MHFRT and shares SPD's deep commitment to address the complex behavioral health challenges in our community. FBH supports SPD's desire to build on their current successes by applying for the WASPC MHFRT grant with the goal of enhancing and expanding the capacity of our Behavioral Health Unit (BHU) to meet the demands of individuals experiencing behavioral health crises.

For the past five years, SPD has been a sub-recipient of the WASPC MHFRT grant and has made significant strides in responding to individuals in crisis. In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support especially considering the opioid crisis, particularly with the growing presence of fentanyl.

FBH supports SPD's request for funding to increase the number of officers within the BHU from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year to better meet our city's increasing demands. This expanded capacity will provide a comprehensive response to behavioral health issues and further SPD's mission of diverting individuals from the criminal justice system, offering long-term solutions with proactive follow-up services for individuals frequently in crisis. Your support for this funding this request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate level of response, care, and support.

Thank you for your consideration of this important resource request for our community.

Sincerely,

Jan Downing

Jan Downing, M.Ed,
Chief Operating Officer
Frontier Behavioral Health

107 South Division Spokane, WA 99202 (509) 838-4651 FAX (509) 458-7449
www.fbhwa.org

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CITY OF SPOKANE
MUNICIPAL COURT

Spokane Municipal Court
Public Safety Building
1100 W Mallon
Spokane, Washington 99260
(509) 625-4400

Mary C. Logan
Municipal Court Judge

January 24, 2025

Members of the Washington Association of Sheriffs & Police Chiefs (WASPC)
3060 Willamette Drive NE
Lacey, WA 98516

RE: Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program

Dear Washington Association of Sheriffs and Police Chiefs:

I am writing to express my strong support for the Spokane Police Department's application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a deep commitment to addressing the complex behavioral health challenges in our community, and I believe the continuation of this important work will greatly benefit our city.

I have had the pleasure of working with them through our Community Court where the team provided support and assistance to the vulnerable population downtown struggling with a myriad of issues from housing insecurity, addiction and distinct mental health issues. The BHU team has provided escort and transport for participants being directed to treatment and care. Their assistance is invaluable to the court as well as to the community.

For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. In light of these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises.

Municipal Court complies with the Americans with Disabilities Act (ADA).
Persons with disabilities that would require accommodation should call the Court (509) 625-4400, TDD available.

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In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, I support the Spokane Police Department's request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department's mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.

I fully support the Spokane Police Department's request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. I look forward to our continued partnership with the Spokane Police Department's Behavioral Health Unit.

Sincerely,

Mary C. Logan
Spokane Municipal Court

Municipal Court complies with the Americans with Disabilities Act (ADA).
Persons with disabilities that would require accommodation should call the Court (509) 625-4400, TDD available.

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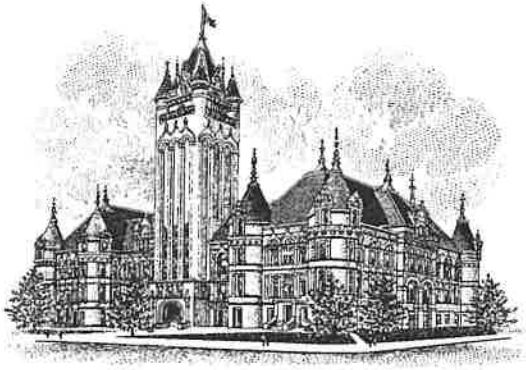

Spokane County Court House

SUPERIOR COURT
FOR
SPOKANE COUNTY

January 28, 2025

Dear Washington Association of Sheriffs and Police Chiefs,

We are writing to express our strong support for the Spokane Police Department's application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a deep commitment to addressing the complex behavioral health challenges in our community, and we believe the continuation of this important work will greatly benefit our community.

For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. In light of these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises.

In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental health conditions or substance use disorders. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, we support the Spokane Police Department's request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department's mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.

As team members of the Spokane County Behavioral Health Adult Felony Therapeutic Drug Court and Mental Health Court, we have participants from both Spokane County and the City

1116 West Broadway Avenue
Spokane, Washington 99210-0350
TEL: (509) 477-4477 FAX: (509) 477-5714

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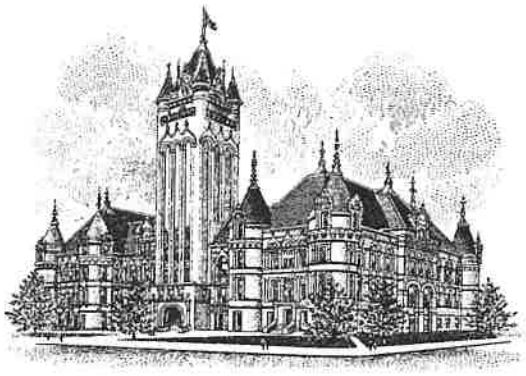

Spokane County Court House

SUPERIOR COURT
FOR
SPOKANE COUNTY

of Spokane in our programs and share in the same mission of diversion from institutions to the therapeutic resources that are the most beneficial.

We fully support the Spokane Police Department's request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. We look forward to our continued partnership with the Spokane Police Department's Behavioral Health Unit.

Sincerely,

Michelle D. Szambelan
Presiding Judge and
Judge for Therapeutic Courts
Spokane Superior Court

Sheena Hargrave, M.Ed, SUDP, LAAC
Therapeutic Courts Coordinator
Spokane County Superior Court

1116 West Broadway Avenue
Spokane, Washington 99210-0350
TEL: (509) 477-4477 FAX: (509) 477-5714

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National Alliance on Mental Illness
Spokane

Chauntelle Lieske
Executive Director
NAMI Spokane
1/23/2025

Dear Members of the Washington Association of Sheriffs and Police Chiefs,

On behalf of NAMI Spokane, I am writing to express our enthusiastic support for the Spokane Police Department's application to the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Spokane Police Department's Behavioral Health Unit (BHU) has been an invaluable partner in addressing the complex mental health and behavioral health challenges that impact our community every day.

As a trusted organization dedicated to improving the lives of individuals affected by mental health conditions and their families, NAMI Spokane has seen firsthand the critical role the BHU plays in bridging the gap between crisis and care. For the past five years, the Spokane Police Department has leveraged funding from the WASPC Mental Health Field Response Team Grant Program to provide innovative and compassionate responses to individuals in crisis. Their work has been transformative, particularly as our community grapples with the opioid crisis and the increasing prevalence of Fentanyl.

In the past year alone, the BHU responded to over 4,000 calls for service in Spokane, with more than 2,100 of those involving individuals experiencing a mental health or substance use crisis. While the unit successfully connected nearly 37% of these individuals to immediate services, the need for expanded resources is clear. To better meet the growing demand, the Spokane Police Department is seeking to increase the number of officers in the BHU from four to six over the next two years.

This expansion will not only enhance their ability to provide compassionate, effective crisis intervention but also support their mission of diverting individuals from the criminal justice system. By providing proactive follow-up services and long-term solutions, the BHU embodies a shared commitment to improving outcomes for some of the most vulnerable members of our community.

NAMI Spokane fully supports this funding request, as we know the continuation and growth of the Behavioral Health Unit will save lives, reduce stigma, and strengthen the overall well-being of our community. We are proud to partner with the Spokane Police Department in their efforts to bring meaningful change and compassionate care to those in crisis.

Thank you for considering this important grant application. By investing in the Spokane Police Department's Behavioral Health Unit, you are investing in a brighter, healthier future for our entire community.

Sincerely,

Chauntelle Lieske
Executive Director

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Carol Plischke, CEO
Partners with Families and Children

Dear Washington Association of Sheriffs and Police Chiefs,

I am writing to express my strong support for the Spokane Police Department's application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a deep commitment to addressing the complex behavioral health challenges in our community, and I believe the continuation of this important work will greatly benefit our city.

For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. In light of these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises.

In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, I support the Spokane Police Department’s request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department’s mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.

I fully support the Spokane Police Department’s request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. I look forward to our continued partnership with the Spokane Police Department’s Behavioral Health Unit.

Sincerely,

Carol Plischke

Carol Plischke, CEO
Partners with Families and Children

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PIONEER
HUMAN SERVICES
A CHANCE FOR CHANGE

7440 W Marginal Way S
Seattle, WA 98108

206.768.1990 tel | 206-768-8910 fax
www.pioneerhumanservices.org

DATE: January 24, 2025

Dear Washington Association of Sheriffs and Police Chiefs,

I am writing to express my strong support for the Spokane Police Department's application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a profound commitment to addressing the complex behavioral health challenges in our community. I believe that the continuation of this vital work will significantly benefit our city. My organization, Pioneer Human Services, has collaborated closely with the BHU and has witnessed firsthand the positive impact this team has had on the lives of many individuals.

For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. In light of these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises.

In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, I support the Spokane Police Department’s request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department’s mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.

I fully support the Spokane Police Department’s request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. I look forward to our continued partnership with the Spokane Police Department’s Behavioral Health Unit.

Sincerely,

Clinton Jordan

Clint Jordan
Vice President,
Pioneer Human Services

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sds COMMERCIAL

Steve Schmautz- Owner
SDS Commercial

Dear Washington Association of Sheriffs and Police Chiefs
I am writing to express my strong support for the Spokane Police Department's application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a deep commitment to addressing the complex behavioral health challenges in our community, and I believe the continuation of this important work will greatly benefit our city.
For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. In light of these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises. In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, I support the Spokane Police Department's request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department's mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.
I fully support the Spokane Police Department's request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. I look forward to our continued partnership with the Spokane Police Department's Behavioral Health Unit.

Sincerely,
Steve Schmautz- Owner

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JULIE O'BERG
FIRE CHIEF

January 23, 2025

Washington Association of Sheriffs and Police Chiefs
3060 Willamette Dr. N.E., Suite 200
Lacey, WA 98516

Dear Washington Association of Sheriffs and Police Chiefs:

I am writing to express my strong support for the Spokane Police Department's application for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program. The Behavioral Health Unit (BHU) within the Spokane Police Department demonstrates a deep commitment to addressing the complex behavioral health challenges in our community, and I believe the continuation of this important work will greatly benefit our city. For the past five years, the Spokane Police Department has been a sub-recipient of the WASPC Mental Health Field Response Team Grant Program, and during this time, the BHU has made significant strides in responding to individuals in crisis. For example, the opioid crisis, particularly with the growing presence of Fentanyl, has presented increasing challenges. In light of these evolving challenges and the changing needs of the community, the Spokane Police Department is seeking to build on their successes by applying for the WASPC Mental Health Field Response Team Grant Program. The goal is to continue to enhance and expand the capacity of the BHU to meet the demands of individuals experiencing behavioral health crises.

In the past year alone, the BHU responded to 4,026 calls for service in the City of Spokane. Of those calls, 2,196 individuals were identified as being in crisis, either due to mental illness or substance use. While the BHU was able to connect approximately 37% of these individuals to immediate services, there is still a significant need for further resources and support. To better meet this growing demand, I support the Spokane Police Department's request for funding to increase the number of officers within the Behavioral Health Unit from 4 to 5 officers in the first year of the grant, and to add a 6th officer in the second year. This expanded capacity will allow for a comprehensive response to behavioral health issues and further the department's mission of diverting individuals from the criminal justice system, offering long-term solutions, and providing proactive follow-up services for individuals frequently in crisis.

I fully support the Spokane Police Department's request for a Mental Health Field Response Team in the City of Spokane. Your support for this funding request will improve outcomes for individuals experiencing behavioral health issues and ensure that they are met with the appropriate care and support. Thank you for your consideration of this important initiative. I look forward to our continued partnership with the Spokane Police Department's Behavioral Health Unit.

Sincerely,

Julie O'Berg

Julie O'Berg
Fire Chief

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Budget Worksheet

*****THIS IS A MULTI YEAR BUDGET WORKSHEET*****

Please ensure that you provide all relevant informaton for each year.

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Budget Worksheet Year 1

July 1, 2025 - June 30, 2026

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Dale Wells	Sergeant	155,467.00	Year	100	1	$ 155,467.00
Carrie Christiansen	Mental Health Coordinator	95,218.50	Year	100	1	$ 95,218.50
Benjamin Manning	Sr. Police Officer	123,668.00	Year	100	1	$ 123,668.00
Joseph Dunsmoor	Sr. Police Officer	124,363.00	Year	100	1	$ 124,363.00
Joshua Zuray	Sr. Police Officer	124,363.00	Year	100	1	$ 124,363.00
Karl Richardson	Sr. Police Officer	124,363.00	Year	100	1	$ 124,363.00
Sergeant Overtime	Sergeant	4,470.00	Year	100	1	$ 4,470.00

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Senior Police Officer Overtime (4 Officers)	Sr. Police Officer	14,300.00	Year	100	1	$ 14,300.00
					TOTAL Personnel	$ 766,212.50

Personnel Narrative

The SPD agreement includes a total of 6 personnel to support the mission of the Washington Association of Sheriffs and Police Chiefs Co-Deployed team. There are five commissioned staff and one professional staff member that include a percentage of time to 100% for each personnel listed. The Co-Deployed team has been working together since inception and is familiar with all agencies, process, and procedures. Overtime is budgeted at 40 hours per Officer and 40 hours for the Sergeant on an annual basis.

During Year 1 - SPD will also be assigning an additional officer to the unit fully paid and supported from local funds. This will bring the total SPD personnel to 7.

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
FICA - Sergeant	$ 155,467.00	0.0145	$ 2,254.27
Retirement - Sergeant	$ 155,467.00	0.0532	$ 8,270.84
Def Comp - Sergeant	$ 155,467.00	0.062	$ 9,638.95
Industrial Insurnace - Sergeant	$ 155,467.00	0.0011	$ 171.01
Medical - Sergeant	$ 155,467.00	0.1141	$ 17,738.78
Dental Insurance - Sergeant	$ 155,467.00	0.0101	$ 1,570.22
Long-term Disability - Sergeant	$ 155,467.00	0.0035	$ 544.13
WA PFML - Sergeant	$ 155,467.00	0.0092	$ 1,430.30
FICA - Sr. Police Officer	$ 496,757.00	0.0145	$ 7,202.98

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Retirement - Sr. Police Officer	$ 496,757.00	0.0532	$ 26,427.47
Def Comp - Sr. Police Officer	$ 496,757.00	0.062	$ 30,798.93
Industrial Insurnace - Sr. Police Officer	$ 496,757.00	0.0011	$ 546.43
Medical - Sr. Police Officer	$ 496,757.00	0.1736	$ 86,237.02
Dental Insurance - Sr. Police Officer	$ 496,757.00	0.0101	$ 5,017.25
Long-term Disability - Sr. Police Officer	$ 496,757.00	0.0035	$ 1,738.65
WA PFML - Sr. Police Officer	$ 496,757.00	0.0092	$ 4,570.16
Social Security/FICA - Mental Health Coordinator	$ 95,218.50	0.0765	$ 7,284.22
Retirement - Mental Health Coordinator	$ 95,218.50	0.110	$ 10,493.08
Medical - Mental Health Coordinator	$ 95,218.50	0.177	$ 16,825.11
Life Insurance - Mental Health Coordinator	$ 95,218.50	0.004	$ 371.35
Dental Insurance - Mental Health Coordinator	$ 95,218.50	0.016	$ 1,552.06
Def Comp - Mental Health Coordinator	$ 95,218.50	0.019	$ 1,828.20
WA PFML - Mental Health Coordinator	$ 95,218.50	0.0026	$ 249.47
Sergeant Overtime Benefits (FICA, Retirement, PFML)	$ 4,470.00	0.077	$ 343.74
Sr. Police Officer Overtime Benefits (FICA, Retirement, PFML)	$ 14,300.00	0.077	$ 1,099.67
			$ -
			$ -
			$ -
			$ -
		TOTAL Fringe Benefits	$ 244,204.30

Fringe Benefits Narrative

The amounts dervied were based on 2025/2026 budgeted amounts. The SPD Commissioned benefit rate varies depending on person and rank. The benefit rate for a commissioned officer averages to 35% in total and that includes the following; FICA: .0145, Retirement-.0532, WA FMLA-0092, Deferred Comp-.062 and per pay period varying amounts per both Commissioned and Civilian personnel to includeMedical, Dental, Industrial Insurance, Long Term Disability and Life Insurance. The Civilian rate averages to 45% in total of salary and specific rates are as follows for the respective benefits: FICA-.0765, Retirement-.11 and also per pay period amounts as defined above.

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C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
CorCon	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	150.00	Daily	3	7	1	3,150.00	
		Meals	92.00	Daily	4	7	1	2,576.00	
		Mileage						-	
		Transportation:							
		Airfare	600.00	Round Trip		7	1	4,200.00	
		Uber/Lyft	100.00		2	2	1	400.00	
		Airport Parking	75.00		2	2	1	300.00	
		Local Travel						-	
		Other							
		Registration	575.00		1	7	1	4,025.00	
		Subtotal						14,651.00	**14,651.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
PTACC	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	200.00	Daily	4	1	1	800.00	
		Meals	92.00	Daily	4	1	1	368.00	
		Mileage						-	
		Transportation:							

		Airfare	600.00	Round Trip		1	1	600.00	
		Uber/Lyft	100.00		1	1	1	100.00	
		Airport Parking	75.00		1	1	1	75.00	
		Local Travel						-	
		Other							
		Registration	575.00		1	1	1	575.00	
		Subtotal						2,518.00	**2,518.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
CIT NW		**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	150.00	Daily	3	3	1	1,350.00	
		Meals	92.00	Daily	3	3	1	828.00	
		Mileage						-	
		Transportation:							
		Airfare	218.00	Round Trip		3	1	654.00	
		Rental Car	81.00	Daily	3	1	1	243.00	
		Local Travel						-	
		Other							
		Registration	350.00		1	3	1	1,050.00	
		Subtotal						4,125.00	**4,125.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	309.00	Daily	3	2	1	1,854.00	
		Meals	92.00	Daily	3	2	1	552.00	
		Mileage						-	
		Transportation:							
		Airfare	762.00	Round Trip		2	1	1,524.00	
		Rental Car	81.00	Daily	3	1	1	243.00	

		Local Travel						-	
		Other							
								-	
		Subtotal						4,173.00	**4,173.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	110.00	Daily	3	2	1	660.00	
		Meals	92.00	Daily	3	2	1	552.00	
		Mileage						-	
		Transportation:							
		Airfare	576.00	Round Trip		2	1	1,152.00	
		Rental Car	81.00	Daily	3	1	1	243.00	
		Local Travel						-	
		Other							
								-	
		Subtotal						2,607.00	**2,607.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
Wellness Conference	Coeur d'Alene, ID	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging						-	
		Meals						-	
		Mileage		Round Trip				-	
		Transportation:							
		Airfare						-	
		Rental Car						-	
		Local Travel						-	
		Other							
		Registration	375.00		1	4	1	1,500.00	

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		Subtotal	1,500.00	**1,500.00**
			TOTAL Travel	29,574.00

Travel Narrative

The Co-Deployed Team is requesting multiple trips along with attending local conferences throughout the award period. Varying number of attendees will be traveling. All Federal Lodging Per Deim and food rates have been applied according to the City in the correct time frames. All airline and travel estimates are based off of an general number for travel. All respective registration rates have also been applied according to each conference. Most travel locations are unknown at this time as conferences have not yet been formally announced.

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	**Computation**		**Cost**
	Quantity	**Cost**	
			$ -
			$ -
			$ -
			$ -
		TOTAL Equipment	$ -

Equipment Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Supplies Narrative

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F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

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Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	

		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	**$ -**
								Subtotal Consultant Expenses	$ -
								TOTAL Consultants	$ -

Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Frontier Behavioral Health	$ 568,812.06
	$ -
	$ -
	$ -

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TOTAL Contracts	$ 568,812.06

Contracts Narrative

PERSONNEL
Salaries provide for Program Administrator (7.267% FTE), Supervisor (33.33% FTE), and Mental Health Clinician II X 4 FTE (100% FTE) plus fringe benefits ($342,339.18 + $90,719.88) total $433,059.06

TRAVEL
Motivational Interviewing training and travel costs. ($10,000)

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

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Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ 766,212.50
B. Fringe Benefits	$ 244,204.30
C. Travel	$ 29,574.00
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 568,812.06
G. Other	$ -
TOTAL GRANT REQUEST	$ 1,608,802.86

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

During Year 1 - SPD will be assigning an additional FTE to the unit that will be fully paid using local funds. Total cost of compensation salaries/benefits of $167,655.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 1,608,802.86

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↑ + ↓

LOCAL MATCH (IF APPLICABLE)	$ 167,655.00

= ↓

OVERALL PROGRAM VALUE	$ 1,776,457.86

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Budget Worksheet Year 2

July 1, 2026 - June 30, 2027

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Dale Wells	Sergeant	160,458.50	Year	100	1	$ 160,458.50
Carrie Christiansen	Mental Health Coordinator	97,685.50	Year	100	1	$ 97,685.50
Benjamin Manning	Sr. Police Officer	127,685.00	Year	100	1	$ 127,685.00
Joseph Dunsmoor	Sr. Police Officer	128,321.00	Year	100	1	$ 128,321.00
Joshua Zuray	Sr. Police Officer	128,321.00	Year	100	1	$ 128,321.00
Karl Richardson	Sr. Police Officer	128,321.00	Year	100	1	$ 128,321.00
Senior Police Officer	Sr. Police Officer	124,076.00	Year	100	1	$ 124,076.00

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Sergeant Overtime	Sergeant	4,611.00	Year	100	1	$ 4,611.00
Senior Police Officer Overtime (5 Officers)	Sr. Police Officer	18,437.00	Year	100	1	$ 18,437.00
					TOTAL Personnel	$ 894,868.00

Personnel Narrative

The SPD agreement includes a total of 7 personnel to support the mission of the Washington Association of Sheriffs and Police Chiefs Co-Deployed team. There are six commissioned staff and one professional staff member that include a percentage of time to 100% for each personnel listed. The Co-Deployed team has been working together since inception and is familiar with all agencies, process, and procedures. Overtime is budgeted at 40 hours per Officer and 40 hours for the Sergeant on an annual basis.

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	**Computation**		**Cost**
	Base	**Rate**	
FICA - Sergeant	$ 160,458.50	0.0145	$ 2,326.65
Retirement - Sergeant	$ 160,458.50	0.0532	$ 8,536.39
Def Comp - Sergeant	$ 160,458.50	0.062	$ 9,948.43
Industrial Insurnace - Sergeant	$ 160,458.50	0.0011	$ 176.50
Medical - Sergeant	$ 160,458.50	0.1141	$ 18,308.31
Dental Insurance - Sergeant	$ 160,458.50	0.0101	$ 1,620.63
Long-term Disability - Sergeant	$ 160,458.50	0.0035	$ 561.60
WA PFML - Sergeant	$ 160,458.50	0.0092	$ 1,476.22

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FICA - Sr. Police Officer	$ 636,724.00	0.0145	$ 9,232.50
Retirement - Sr. Police Officer	$ 636,724.00	0.0532	$ 33,873.72
Def Comp - Sr. Police Officer	$ 636,724.00	0.062	$ 39,476.89
Industrial Insurnace - Sr. Police Officer	$ 636,724.00	0.0011	$ 700.40
Medical - Sr. Police Officer	$ 636,724.00	0.1736	$ 110,535.29
Dental Insurance - Sr. Police Officer	$ 636,724.00	0.0101	$ 6,430.91
Long-term Disability - Sr. Police Officer	$ 636,724.00	0.0035	$ 2,228.53
WA PFML - Sr. Police Officer	$ 636,724.00	0.0092	$ 5,857.86
Social Security/FICA - Mental Health Coordinator	$ 97,685.50	0.0765	$ 7,472.94
Retirement - Mental Health Coordinator	$ 97,685.50	0.110	$ 10,764.94
Medical - Mental Health Coordinator	$ 97,685.50	0.177	$ 17,261.03
Life Insurance - Mental Health Coordinator	$ 97,685.50	0.004	$ 380.97
Dental Insurance - Mental Health Coordinator	$ 97,685.50	0.016	$ 1,592.27
Def Comp - Mental Health Coordinator	$ 97,685.50	0.019	$ 1,875.56
WA PFML - Mental Health Coordinator	$ 97,685.50	0.0026	$ 255.94
Sergeant Overtime Benefits (FICA, Retirement, PFML)	$ 4,611.00	0.077	$ 354.59
Sr. Police Officer Overtime Benefits (FICA, Retirement, PFML)	$ 18,437.00	0.077	$ 1,417.81
			$ -
			$ -
			$ -
		TOTAL Fringe Benefits	$ 292,666.88

Fringe Benefits Narrative

The amounts dervied were based on 2025/2026 budgeted amounts. The SPD Commissioned benefit rate varies depending on person and rank. The benefit rate for a commissioned officer averages to 35% in total and that includes the following; FICA: .0145, Retirement-.0532, WA FMLA-0092, Deferred Comp-.062 and per pay period varying amounts per both Commissioned and Civilian personnel to includeMedical, Dental, Industrial Insurance, Long Term Disability and Life Insurance. The Civilian rate averages to 45% in total of salary and specific rates are as follows for the respective benefits: FICA-.0765, Retirement-.11 and also per pay period amounts as defined above.

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C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
CorCon	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	150.00	Daily	3	7	1	3,150.00	
		Meals	92.00	Daily	4	7	1	2,576.00	
		Mileage						-	
		Transportation:							
		Airfare	600.00	Round Trip		7	1	4,200.00	
		Uber/Lyft	100.00		2	2	1	400.00	
		Airport Parking	75.00		2	2	1	300.00	
		Local Travel						-	
		Other							
		Registration	575.00		1	7	1	4,025.00	
		Subtotal						14,651.00	**14,651.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
PTACC	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	200.00	Daily	4	1	1	800.00	
		Meals	92.00	Daily	4	1	1	368.00	
		Mileage						-	
		Transportation:							

		Airfare	600.00	Round Trip		1	1	600.00	
		Uber/Lyft	100.00		1	1	1	100.00	
		Airport Parking	75.00		1	1	1	75.00	
		Local Travel						-	
		Other							
		Registration	575.00		1	1	1	575.00	
		Subtotal						2,518.00	**2,518.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
CIT NW		**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	150.00	Daily	3	3	1	1,350.00	
		Meals	92.00	Daily	3	3	1	828.00	
		Mileage						-	
		Transportation:							
		Airfare	218.00	Round Trip		3	1	654.00	
		Rental Car	81.00	Daily	3	1	1	243.00	
		Local Travel						-	
		Other							
		Registration	350.00		1	3	1	1,050.00	
		Subtotal						4,125.00	**4,125.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	309.00	Daily	3	2	1	1,854.00	
		Meals	92.00	Daily	3	2	1	552.00	
		Mileage						-	
		Transportation:							
		Airfare	762.00	Round Trip		2	1	1,524.00	
		Rental Car	81.00	Daily	3	1	1	243.00	

		Local Travel						-	
		Other							
								-	
		Subtotal						4,173.00	**4,173.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
Site Visit	Location to be determined	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging	110.00	Daily	3	2	1	660.00	
		Meals	92.00	Daily	3	2	1	552.00	
		Mileage						-	
		Transportation:							
		Airfare	576.00	Round Trip		2	1	1,152.00	
		Rental Car	81.00	Daily	3	1	1	243.00	
		Local Travel						-	
		Other							
								-	
		Subtotal						2,607.00	**2,607.00**
Purpose of Travel	**Location**	**Computation**							**Cost**
Wellness Conference	Coeur d'Alene, ID	**Item**	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging						-	
		Meals						-	
		Mileage		Round Trip				-	
		Transportation:							
		Airfare						-	
		Rental Car						-	
		Local Travel						-	
		Other							
		Registration	375.00		1	4	1	1,500.00	

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		Subtotal	1,500.00	**1,500.00**
			TOTAL Travel	29,574.00

Travel Narrative

The Co-Deployed Team is requesting multiple trips along with attending local conferences throughout the award period. Varying number of attendees will be traveling. All Federal Lodging Per Deim and food rates have been applied according to the City in the correct time frames. All airline and travel estimates are based off of an general number for travel. All respective registration rates have also been applied according to each conference. Most travel locations are unknown at this time as conferences have not yet been formally announced.

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	**Computation**		**Cost**
	Quantity	**Cost**	
			$ -
			$ -
			$ -
			$ -
		TOTAL Equipment	$ -

Equipment Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Supplies Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

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Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	

		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	**$ -**
								Subtotal Consultant Expenses	$ -
								TOTAL Consultants	$ -

Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Frontier Behavioral Health	$ 703,033.62
	$ -
	$ -
	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

TOTAL Contracts	$ 703,033.62

Contracts Narrative

PERSONNEL
Salaries provide for Program Administrator (9.083% FTE), Supervisor (38.46% FTE), and Mental Health Clinician II X 5 FTE (100% FTE) plus fringe benefits ($424,964.13 + $112,615.49) total $537,579.62

TRAVEL
Motivational Interviewing training and travel costs. ($10,000)

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ 894,868.00
B. Fringe Benefits	$ 292,666.88
C. Travel	$ 29,574.00
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 703,033.62
G. Other	$ -
TOTAL GRANT REQUEST	$ 1,920,142.50

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 1,920,142.50

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

↑ + ↓

LOCAL MATCH (IF APPLICABLE)	$ -

= ↓

OVERALL PROGRAM VALUE	$ 1,920,142.50

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

FINAL

Budget Worksheet

*****THIS IS A MULTI YEAR BUDGET WORKSHEET*****

Please ensure that you provide all relevant informaton for each year.

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Budget Worksheet Year 1

July 1, 2025 - June 30, 2026

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

					TOTAL Personnel	$ -

Personnel Narrative

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	**Computation**		**Cost**
	Base	**Rate**	

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

			$ -
			$ -
			$ -
			$ -
		TOTAL Fringe Benefits	$ -

Fringe Benefits Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item							
		Lodging							
		Meals							
		Mileage							
		Transportation:							
		Airfare							
		Uber/Lyft							
		Airport Parking							
		Local Travel							
		Other							
		Registration							
		Subtotal							
Purpose of Travel	**Location**	**Computation**							**Cost**

Purpose of Travel	Location	Computation	Cost

Purpose of Travel	Location	Computation	Cost

Purpose of Travel	Location	Computation	Cost

Purpose of Travel	**Location**	**Computation**						**Cost**
Purpose of Travel	**Location**	**Computation**						**Cost**

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

			TOTAL Travel	-

Travel Narrative

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	**Computation**		**Cost**
	Quantity	**Cost**	
			$ -
			$ -
			$ -
			$ -
		TOTAL Equipment	$ -

Equipment Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Supplies Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	

		Meals					-	
		Mileage					-	
		Transportation:						
							-	
		Local Travel					-	
		Other					-	
		Subtotal					-	**$ -**
							Subtotal Consultant Expenses	$ -
							TOTAL Consultants	$ -

Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Frontier Behavioral Health	$ 320,000.00
	$ -
	$ -
	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

TOTAL Contracts	$ 320,000.00

Contracts Narrative

PERSONNEL
Salaries provide for Program Administrator (7.93% FTE), Supervisor (20.00% FTE), Mental Health Clinician I X 2 FTE (100%), Mental Health Clinician II (100% FTE), and Director (3.98% FTE) plus fringe benefits ($209,843.26 + $61,378.73) total $271,221.99

SUPPLIES
Office supplies and clothing/uniform allowance($4,000)

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ -
B. Fringe Benefits	$ -
C. Travel	$ -
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 320,000.00
G. Other	$ -
TOTAL GRANT REQUEST	$ 320,000.00

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

During Year 1 - SPD will be continuing to staff a Sergeant, Mental Health Coordinator, and 4 Officer to the BHU assignment. Total cost of compensation of $1,010,030.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 320,000.00

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

↑ + ↓

LOCAL MATCH (IF APPLICABLE)	$ 1,010,030.00

= ↓

OVERALL PROGRAM VALUE	$ 1,330,030.00

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Budget Worksheet Year 2

July 1, 2026 - June 30, 2027

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

					TOTAL Personnel	$ -

Personnel Narrative

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	**Computation**		**Cost**
	Base	**Rate**	

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

			$ -
			$ -
			$ -
		TOTAL Fringe Benefits	$ -

Fringe Benefits Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation	Cost
Purpose of Travel	**Location**	**Computation**	**Cost**

Purpose of Travel	Location	Computation	Cost

Purpose of Travel	Location	Computation	Cost

Purpose of Travel	Location	Computation	Cost

Purpose of Travel	**Location**	**Computation**						**Cost**
Purpose of Travel	**Location**	**Computation**						**Cost**

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

			TOTAL Travel	-

Travel Narrative

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	**Computation**		**Cost**
	Quantity	**Cost**	
			$ -
			$ -
			$ -
			$ -
		TOTAL Equipment	$ -

Equipment Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Supplies Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	

		Meals						-
		Mileage						-
		Transportation:						
								-
		Local Travel						-
		Other						-
		Subtotal					-	**$** -
							Subtotal Consultant Expenses	$ -
							TOTAL Consultants	$ -

Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Frontier Behavioral Health	$ 299,999.99
	$ -
	$ -
	$ -

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

TOTAL Contracts	$ 299,999.99

Contracts Narrative

PERSONNEL
The contracted behavioral health provider will provide 1.85 FTE Clinician I and 1.0 FTE Clinician II who meets the definition of Mental Health Professional (MHP) under RCW 71.05.020(40) and/or who meets the requirements for Department of Health (DOH) licensed non-MHP providers, 0.20 FTE Supervisor, 0.0793 FTE Program Administrator, and 0.0398 FTE Director. Fringe benefits in the amount of $59,036.36. Total Personnel $260,869.99

OTHER COSTS
Professional Fees (Interpreters, software licensing fees): Communication (cell phone, landline, etc.): Rent Expenses: Includes copier leases, building lease, depreciation of Capital

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ -
B. Fringe Benefits	$ -
C. Travel	$ -
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 299,999.99
G. Other	$ -
TOTAL GRANT REQUEST	$ 299,999.99

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

During Year 2 - SPD will be continuing to staff a Sergeant, Mental Health Coordinator, and 4 Officer to the BHU assignment. Total cost of compensation of $1,036,304.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 299,999.99

Docusign Envelope ID: E023EC1D-CE29-4D72-A2BA-21076F5A3F16

↑ + ↓

LOCAL MATCH (IF APPLICABLE)	$ 1,036,304.00

= ↓

OVERALL PROGRAM VALUE	$ 1,336,303.99

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	4/14/2025		
Clerk's File #	OPR 2025-0774		
Cross Ref #			
Project #	2025077		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	JONATHAN 6267	**Requisition #**	MASTER
Contact E-Mail	JRADAMS@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	STRUCTURAL ENGINEERING ON-CALL SERVICES CONTRACT NON FEDERAL AID		

Agenda Wording

Consultant Agreement with LSB Consulting Engineers (Spokane, WA) for Structural Engineering On-Call Services for 2026-2027 - (Non-Federal Aid) - not to exceed $750,000.00. (Various Neighborhood Councils)

Summary (Background)

Engineering Services has "on-call" contracts with various consultants for specialized engineering or related services (structural engineering, geotech engineering, historic resources, electrical engineering, real estate acquisition, landscape architect, surveying, general civil design and construction management) associated with the City's public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last from 2-3 years. The City's current contract expires on 12-31-25 so it needs to be renewed. Funds expended under this contract are reimbursed by the public works contract for which the consultant is hired, generally state or federal loans/grants.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 750,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Costs for this consultant would be reimbursed by public works project for which the consultant is used.

Amount		Budget Account
Expense	$ 750,000.00	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Funding source is sustainable for the term of this contract

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	**PURCHASING**	WAHL, CONNIE
Division Director	AVERYT, CHRIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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jradams@spokanecity.org	

City Clerk's OPR 2025-0774

City of Spokane

CONSULTANT AGREEMENT

Title: 2026-2027 STRUCTURAL ENGINEERING FOR NON-FED AID PROJECTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LSB CONSULTING ENGINEERS, PLLC**, whose address is 523 East Third Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for 2026-2027 On-Call Structural Engineering Consultant Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on January 1, 2026, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in individual Task Assignments ("Task Assignment") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in the City's Request for Qualification and Consultant's Proposal dated October 13, 2025 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined structural engineering work associated with the City of Spokane public works projects.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.
Total compensation for Consultant's services under this On-Call Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($750,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Airfare**: N/A.

E. **Meals:** N/A.

F. **Lodging:** N/A.

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** N/A.

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

K. **Subconsultant**: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that

nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

   i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and

the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the

express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product.

Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director

and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

LSB CONSULTING ENGINEERS, PLLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal dated October 13, 2025

25-225

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: LSB CONSULTING ENGINEERS, P.L.L.C.

Business name: LSB CONSULTING ENGINEERS, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-801-662

Business ID: 001

Location ID: 0001

Location: Active

Location address: 523 E 3RD AVE
SPOKANE WA 99202-1416

Mailing address: 523 E 3RD AVE
SPOKANE WA 99202-1416

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Jul-31-2026	Jun-12-2003
Spokane General Business	T12025082BUS			Active	Jul-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HARRIS, LAWRENCE	
LINKE, DAVID	

Client#: 2021386 LSBCONSU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wendy Christeson	
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: wendy.christeson@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Fire Insurance Company	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LSB Consulting Engineers PLLC
523 East 3rd Ave
Spokane, WA 99202

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	52SBABB7AWH	01/15/2025	01/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	52SBABB7AWH	01/15/2025	01/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000	X	X	52SBABB7AWH	01/15/2025	01/15/2026	EACH OCCURRENCE AGGREGATE 	$2,000,000 $2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	52SBABB7AWH (WA STOP GAP)	01/15/2025	01/15/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $ $1,000,000
B	Professional Liab Incl. Pollution		X	52OH059683625	01/15/2025	01/15/2026	$2,000,000 per claim $2,000,000 annual Agg	

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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LSB
CONSULTING
ENGINEERS

Letter of Submittal

October 13, 2025

Mr. Jonathan Adams, P.E.
City of Spokane Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343

Re: Request for Qualifications
2026-2027 Structural Engineering for Non-Federal Aid Projects

Dear Mr. Adams:

LSB Consulting Engineers is pleased to submit our proposal in response to the referenced RFQ. At the time of this submittal, we did not find addenda posted past the original RFQ documents. We feel that we are uniquely qualified to provide the requested professional engineering services to the Department of Engineering Services' design and construction offices.

Introductory Remarks

LSB has been privileged to provide engineering services to the City of Spokane under previous on-call service and CSO contracts for the past 21 years. Although the level of services requested has varied over the duration of these contracts, we have nonetheless become familiar with Engineering Department staff and believe that we have established a good working relationship. It is our hope that we can continue to provide our assistance to the City of Spokane through the proposed contract.

The following information is numbered to correspond to RFQ paragraph 4.2.

1. Contact Information

Name: David M. Linke, P.E.
Address: LSB Consulting Engineers, PLLC
523 East Third Avenue
Spokane, WA 99202
Principal Place of Business: Spokane, WA
Telephone Number: (509) 323-9292
Fax Number: (509) 747-7115
Email Address: linke@lsbengineers.com

2. Legal Status of Firm

LSB Consulting Engineers is organized and registered in the state of Washington as a Professional Limited Liability Company (PLLC).

3. Operating Location

LSB is a Spokane based firm; all work under this project, including design, drafting and construction support, would be conducted by staff in our Spokane office at the address listed under item 1. Contact Information.

4. City Employees

LSB has 1 employee who is a former City employee, Brian T. Sterling. Mr. Sterling worked as a Hazardous Waste Technician in 2002 for the City of Spokane. He joined LSB in 2016 and is a Staff Engineer at LSB.

5. Acknowledgment

LSB Consulting Engineers will comply with all terms and conditions set forth in the City's Request for Qualifications, unless otherwise agreed by the City.

6. Additional Acknowledgments

LSB Consulting Engineers has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension."

LSB will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.

LSB agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement.

LSB further agrees to comply with audit requirements outlined in 2 CFR 200, Subpart F – Audit Requirements. We have been through the audit process previously and are well prepared to readily comply with state requirements.

Respectfully Submitted:

LSB Consulting Engineers, PLLC

David M. Linke, P.E.

LSB
CONSULTING
ENGINEERS

Qualifications Statement

RFQ paragraph 4.3

1. Description of Qualifications and Experience

The LSB Consulting Engineers team brings unique qualifications and considerable experience to the advertised Structural Engineering Services Contract. Several of LSB's technical and professional staff have strong working relationships with City personnel in the design and field engineering departments. LSB's experience is represented in the following project list, categorized to correlate with the areas listed in the RFQ:

Reinforced Concrete Design and Analysis

- *1 MG municipal water storage reservoir Colville, WA – 2025*
- *WWTP Improvements St. John, WA – 2024*
- *City of Spokane Thorpe Reservoir #2 – 2023*
- *CSO tank improvements – 2023*
- *COS Shiloh Hills lift station improvements - 2022*
- *COS Cochran control vault structures – 2022*
- *COS TJ Meenach WQI Sewer Interceptor Vaults – 2022*
- *Naches & Snoqualmie WWTP improvements – 2020, 2021*
- *Downtown sidewalk vaults and pedestrian improvements – 2010 thru 2022*
- *COS lift stations structural inspections & evaluations – 2019 thru 2022*
- *Stevenson WWTP aeration basin – 2019*
- *NKW&SD Arrow Point septic tank strengthening – 2021*
- *Wastewater treatment tertiary structure and channel modifications – 2019*
- *Stormwater retention tank – 2019*
- *CSO facility flow control chamber precast concrete lid – 2019*
- *CSO Control Facility tank structures – 2008 through 2019*
- *Wastewater treatment digester tank – 2015*
- *Wastewater treatment bio-filtration chambers – 2014*
- *350,000 gal. municipal water storage tank – 2015*

CMU Buildings

- *COS Havana Well Station Phase 2 CMU building w/ steel roof – 2025*
- *Municipal Miox treatment building Colville, WA – 2025*
- *Municipal WWTP MBR building & water treatment building – 2024*
- *COS Plains Booster Station CMU building w/ steel roof – 2024*
- *WWTP Improvements St. John, WA – 2024*
- *City of Spokane Thorpe Reservoir #2 – 2023*
- *COS 9th & Pines booster station CMU building w/ steel roof - 2023*
- *COS Havana Well Station Phase 1 CMU building w/ steel roof – 2021*
- *CO Richland multiple D/B fire stations w/ steel roof – 2021*
- *CO Twisp biosolids dewatering addition – 2021*

- *CO Moscow Well 6 building w/ CMU walls and wood frame roof – 2021*
- *Multiple booster stations w/ concrete foundation & CMU walls – 2020, 2022*
- *WWTP CMU blower building with wood trusses – 2019*
- *Waste facility CMU wall repair – 2019*
- *New CMU building booster station for city water department – 2018*
- *CMU wall relocation and improvements for substation – 2017*
- *CMU storage building and CMU enclosure wall for substation – 2015*
- *CMU storage facility for community college tech school – 2015*
- *CMU pumphouse for municipal water system – 2015*
- *CMU control building for municipal treatment plant – 2014*
- *CMU headworks structure for municipal treatment facility – 2012*
- *CMU vehicle maintenance facility – 2010*

Water Reservoir Foundations

- *COS High System Reservoir D/B bridging document & design review – 2023*
- *CO Pullman WSU South High Reservoir tank foundation design – 2022*
- *Food processing fry oil tank foundations & containment – 2022*
- *CID water reservoir D/B bridging document & design review support – 2022*
- *West Plains Water Tank design review & construction support – 2020 thru 2022*
- *CO Othello WWTP chemical tank foundations – 2021*
- *Pulp & paper mill SBL Tank #4 foundation – 2021*
- *CO Walla Walla Landfill water tank & support facilities foundations – 2020*

Steel Design

- *110,000sf electronics materials manufacturing facility COSV, WA – 2025*
- *COS Havana Well Station Phase 2 CMU building w/ steel roof – 2025*
- *City Hall Rathdrum, ID – 2024*
- *COS Plains Booster Station CMU building w/ steel roof – 2024*
- *Energy plant boiler replacement support Cheney, WA – 2023*
- *COS 9th & Pines booster station CMU building w/ steel roof – 2023*
- *COS WTE plant thermal DeNOx building addition - 2023*
- *Manufacturing facility equipment tower addition Moses Lake, WA – 2022*
- *Manufacturing facility mezzanine addition COSV, WA - 2022*
- *Cd'A WWTP pre-engineered metal building w/ concrete foundation – 2020*
- *New 290,000sf 2-story high school building – 2019*
- *Multiple new high school buildings and support facilities – 2016 thru 2022*
- *New 70,000sf Avista maintenance shop and warehouse design – 2017*
- *$20M 2-story steel braced frame structure for college classroom building – 2015*
- *Stainless steel equipment platform for food plant process equipment – 2015*
- *Pump base anchorage analysis and design – 2012 thru 2015, ongoing*
- *OSHA/WISHA compliant stairs, ladder, and railings at municipal plant – 2015*
- *Pre-engineered building system D/B bridging documents – 2015*

- *Pipe bridge support towers for municipal process plant – 2015*
- *Multiple runway structures for overhead bridge cranes – 2014 thru 2022*

Analysis of Existing Structures

- *CSO tank inspections -2025*
- *Natural hazard assessments multiple WA school districts – 2025 & 2024*
- *Structural assessment Port of Benton - 2025*
- *CSO tank inspections – 2024*
- *Upriver Dam spillway work bridge analysis – 2024*
- *City of Spokane Amtrak train platform evaluation – 2024*
- *CSO tank inspections – 2023*
- *Lincoln Heights Reservoir 1 and Reservoir 2 inspections – 2023*
- *City of Spokane Nevada well station evaluation – 2023*
- *CSO tank inspections – 2020 & 2021*
- *Evaluation of multiple municipal lift stations – 2020*
- *Evaluation of municipal concrete water tanks – 2019, 2020*
- *COS S. Cannon Warming Shelter roof strengthening – 2020*
- *NKW&SD Clarkview concrete water tank repairs – 2020*
- *Housing shelter and living quarters condition analysis and improvements – 2016*
- *Analyze existing vaulted sidewalk structures for continued use – 2015 thru 2019*
- *1910 Avista unreinforced masonry industrial building for adaptive reuse – 2015*
- *1940's concrete municipal lift station vault for renovation and reuse – 2015*

Timber Design and Analysis

- *Farragut State Park restroom roof replacement Athol, ID – 2025*
- *Apartment building Lewiston, ID – 2025*
- *Lions Park Community Center College Place, WA - 2025*
- *Home2 Suites COSV, WA -2024*
- *Brown & Brown office building modifications Ephrata, WA – 2024*
- *Entry station & restroom/shower buildings Idaho state park campground – 2024*
- *Homewood Suites COSV, WA – 2023*
- *Well pump station Ritzville, WA – 2023*
- *WSU golf team building addition Pullman, WA - 2022*
- *COS Construction Management Offices – 2021*
- *FAFB Red Morgan Center wood truss evaluation & strengthening – 2021*
- *Bowstring truss evaluation and repairs – 2018 thru 2022*
- *Plate connector wood truss roof framing systems – 1997 thru 2022*
- *2-story wood framed medical clinic building – 2012*
- *Multiple new elementary schools and support facilities – 2016 thru 2020*
- *Heavy timber wood truss damage evaluation and emergency shoring – 2014*
- *Industrial timber truss restoration and strengthening – 2015*
- *Construction shoring framing for overhead concrete formwork – 2008*

Miscellaneous Structures

- *City of Spokane downtown sidewalk improvements – 2020 - 2025*
- *COS Downriver GC maintenance building reroof - 2025*
- *COS Upriver Dam briner tank foundation – 2025*
- *COS Hillyard Pool CMU wall evaluation – 2025*
- *COS pedestrian signal crossing bases – 2024 & 2025*
- *COS Monroe Street bridge portico bench modifications – 2024*
- *COS Driscoll retaining wall – 2023*
- *COS Hoffman Well rehabilitation – 2020 thru 2022*
- *Clark Avenue Retaining wall: concrete grade beam on pin piles – 2019*
- *CSO tank load ratings – 2016 thru 2020*
- *Repair and recoating of municipal water tanks*
- *Pin piles, auger cast piles, and driven pile deep foundation systems*
- *Shoring systems utilizing sheet piles, H piles, and tieback elements*
- *Bridge crane support structures, jib cranes, monorail cranes & hoists*

2. Staffing Plan

We continue to enjoy a strong relationship with the Engineering and Construction Management Departments and have several staff members who are familiar with City staff and with projects typically under structural design and on-call service contracts with the City.

During the proposed two to three-year term of the advertised contract, staff from your department can expect to work with multiple members of our technical and management staff. With our current staff of 10 engineers and technicians, LSB can provide responsive service for this structural engineering contract regardless of the pace of projects that may be required.

As stated in the RFQ Scope of Services and our previous experience with City of Spokane contracts, we understand that the structural design effort required during the period of performance will not exceed $750,000 in fees. In monetary terms, our office currently has capacity to produce approximately $1,500,000 in annual fees. Therefore, the work represented by the advertised contract constitutes roughly 25% of LSB's total annual capacity over a two-year period. Based on these magnitudes, we are very comfortable committing responsive service to the city for the engineering services being sought.

Our plan for staffing this multi-project contract draws on our deep pool of staff familiar with previous projects for the Engineering Department and will involve varying levels of staffing over time as project demands dictate. We are well suited and prepared to be responsive to this type of task-oriented workflow.

We plan to provide a single point of contact for the duration of the contract. We also plan to provide direct involvement of an LSB principal in each task for quality assurance.

Projects will be assigned on a task-by-task basis to one of several engineers on our staff having significant experience with Engineering Department projects. This proposed staffing plan is represented as follows:

Contract Coordinator and Engineers of Record:

David M. Linke, P.E. – Principal Engineer (Contract Coordinator)
Role: Point of Contact & Engineer of Record for Selected Projects
Expertise: Bridge Construction, Construction Management, Industrial Buildings, Structural Restoration, Steel Design, Cost Estimating

Larry A. Harris, P.E. S.E. – Principal Engineer
Role: Structural Engineer of Record for Selected Projects
Expertise: Concrete Design, Masonry Buildings, Reinforcement Detailing, Steel Design

Project Engineers:

Joseph D. Scholze, P.E. S.E. – Consulting Principal Engineer
Role: Project Engineer for Selected Projects
Expertise: Concrete Design, Masonry Buildings, Reinforcement Detailing, Shoring Design, Piling and Deep Foundations

John D Bauer, P.E. S.E. – Consulting Principal Engineer
Role: Oversight for Selected Projects
Expertise: Concrete Design, Masonry Buildings, Reinforcement Detailing, Shoring Design, Steel Design, Piling and Deep Foundations

Bill Thompson, P.E. – Senior Engineer
Role: Project Engineer – Select Projects
Expertise: Steel Design, Wood-Framed Structures, CMU Structures, Renovation and Restoration, Maintenance Facilities

Brian T. Sterling, P.E. – Staff Engineer
Role: Project Engineer – Select Projects
Expertise: Engineered Wood and Wood-Framed Structures, CMU Structures, PEMB Foundation Design, Project Management

Taylor Tharp, P.E. – Staff Engineer
Role: Project Engineer – Select Projects
Expertise: Engineered Wood and Wood-Framed Structures, CMU Structures, PEMB Foundation Design, Project Management

Shane Whitecotton, E.I.T. – Graduate Engineer
Role: Project Engineer – Select Projects
Expertise: Wood, Masonry, Concrete and Steel Structures, PEMB Foundation Design

3. References

We are pleased to provide the following references for LSB clients familiar with our work on similar projects:

Dan Buller, P.E.
City of Spokane
(509) 625-6391
dbuller@spokanecity.com

Tom Jordan, P.E.
Parametrix
(509) 381-6169
tjordan@parametrix.com

Jesse Cowger, P.E.
Varela Engineering & Management
(509) 328-6066
jcowger@varela-engr.com

Brent Deyo, P.E.
Ardurra (formerly TO Engineers)
(208) 762-3644
bdeyo@ardurra.com

Nathan Wright, P.E.
Welch-Comer Engineers|Surveyors
(208) 664-9382
nwright@welchcomer.com

John Finnegan, P.E.
Budinger & Associates
(509)535-8841
jfinnegan@budingerinc.com

4. Contracts List – 2023 through 2025

LSB has provided structural engineering services to a wide variety of clients in the last two years; most of which are repeat clients with whom we have long-standing relationships. We are pleased that this list includes the City of Spokane. The following list is representative of clients with similar projects since 2023:

- *20 Task Assignments under City of Spokane On-Call Services Contract OPR 2022-0627.*

  Contact: Dan Buller per Item 3. References.

- *Laclede Water System Improvements Project for Ardurra.*

  Contact: Brent Deyo per Item 3. References.

- *Colville Reservoir #2 Project for Welch Comer.*

  Contact: Nate Wright per Item 3. References.

- *Consolidated Irrigation District Water Reservoir Project for Varela Engineering & Management.*

  Contact: Jesse Cowger per Item 3. References.

- *CSO Tank Improvements Project with Parametrix.*

  Contact: Tom Jordan per Item 3. References.

5. Default History

LSB Consulting Engineers has had no contract or agreement terminated for default in the last 5 years. We have had no such termination since the inception of the firm in 1997.

LSB CONSULTING ENGINEERS

David Linke

Principal Engineer

Educational Background

Washington State University
B.S. Civil Engineering
(Structural Emphasis)
1997

Western Washington University
B.S. Mathematics
1989

Registration

State of Washington
Civil - License #39015

State of Oregon
Civil - License #94559

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA – 2012 to Present

With Other Firms –
1998 - 2012

Organizations

Structural Engineers Association of Washington (SEAW)

American Society of Civil Engineers (ASCE)

David's over 25 years of combined professional design and construction management experience carries a broad range of engineering and substantial construction experience. His extensive background in civil construction provides a working knowledge of State and Municipal construction, administration, and project management experience with WSDOT, MDT, ITD, and City of Spokane and surrounding municipalities. Additionally, David has project management experience with institutional, industrial, municipal, and commercial facilities. Continually demonstrating effective communication skills, David strives to meet client expectations while exhibiting strong cost management.

Representative Projects

Havana Well Stations	Spokane, WA
Multiple CSO Tank Inspections	Spokane, WA
Briner Tank Foundation	Spokane, WA
Water Treatment Facility Upgrades	Laclede, ID
Municipal Water Reservoir	Colville, WA
Dam Spillway Work Bridge Evaluation	Spokane, WA
Multiple Booster Stations	Spokane, WA
Electronics Material Manufacturing Facility	Spokane Valley, WA
Concrete Water Reservoir Assessments	Spokane, WA
Siphon & Diversion Vaults	Spokane, WA
Well Station Assessment	Spokane, WA
CSO Basin Detention Structures (multiple)	Spokane, WA
Municipal Water Control Valve Building	Colville, WA
Treatment Plant Imp. Foundations	Grangeville, ID
Backflow Preventer Maintenance Platform	Moses Lake, WA
Prestressed Concrete Bridge, Havana St & BNSF	Spokane, WA
Prestressed Concrete Bridge, US 93	Evaro, MT
Prestressed Concrete Bridges, US 95 and SR 58	Worley, ID
Precast Concrete Shipping/Receiving Facility	Sunnyside, WA
Freezer Bldg Emergency Roof Stabilization	Pasco, WA
Wemco Industrial Manufacturing Facility	Spokane, WA

LSB CONSULTING ENGINEERS

Larry Harris

Principal Structural Engineer

Educational Background

University of Washington – Seattle
M.S. Civil Engineering
2001

California State University – Chico
B.S. Civil Engineering
1990

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA – 2011 to Present

With Other Firms -
1990 to 2011

Registrations

Professional & Structural Engineer

- Washington
- Idaho
- California

Professional Engineer

- Alabama
- Montana
- Oregon
- Tennessee

Organizations

Structural Engineers Association of Washington (SEAW)

Design-Build Institute of America (DBIA)

US Green Building Council
LEED AP

Larry has 35 years of Professional Design and Project Management experience with a broad range of engineering knowledge ranging from the design of new buildings to the assessment and evaluation of existing facilities. New building types have included residential, multifamily, commercial, retail, institutional, industrial, and educational facilities. Work on existing buildings has involved condition assessments, seismic rehabilitation, and post-earthquake evaluations.

Larry has continuously demonstrated a communication style that effectively identifies project goals and client expectations. Projects are kept on schedule and within budget with the use of comprehensive project management tools and techniques. Larry exhibits a strong dedication to quality that ensures lower bids and fewer issues during construction.

Representative Projects

City of Hermiston New City Hall	Hermiston, OR
Richland Fire Stations #73, #74 & #75	Richland, WA
Grant County District 8 Fire Station	Mattawa, WA
Salvation Army Building Assessment	Spokane, WA
Federal Building Vault Ceiling Repairs	Richland, WA
Avista Post Street Annex Evaluation	Spokane, WA
Fairchild AFB Red Morgan Center	Airway Heights, WA
Benton County Fairgrounds Pavilion	Kennewick, WA
Benton County Annex Building	Prosser, WA
City of Richland New City Hall	Richland, WA
Whitman County Courthouse Elevator Upgrade	Colfax, WA
Avista Warehouse Renovation	Spokane, WA
Avista Asset Recovery Facility	Spokane, WA
Water Tank Fire Damage Assessment	Pateros, WA
Newtech Skill Center Addition	Spokane, WA
Post Falls High School Addition	Post Falls, ID
Pierce College Classroom Buildings	Lakewood, WA
West Valley Community Library	Yakima, WA
YVCC Grandview Library	Grandview, WA
North East Library Remodel & Expansion	Seattle, WA
Univ. of WA Physicians Network Building	Issaquah, WA
YVCC Palmer Martin Replacement Building	Yakima, WA

LSB CONSULTING ENGINEERS

Joseph Scholze

Principal Structural Engineer

Educational Background

Utah State University
M.S. Civil Engineering
1982

University of Wisconsin – Platteville
B.S. Agricultural Engineering
1979

Registration

State of Washington
- Civil Engineer
- Structural Engineer

State of Idaho
- Civil Engineer
- Structural Engineer

State of California
- Civil Engineer

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
1997 to Present

With Other Firms –
1982 to 1997

Organizations

Structural Engineers Association of Washington (SEAW)

American Society of Civil Engineers (ASCE)
- National Sub-Committee
  ASCE 7 Snow and Rain Loads

American Concrete Institute (ACI)

Joe's 40 years of progressive design experience has involved all types of construction materials, including steel, wood, concrete and masonry. His project experience has resulted in thorough familiarization with applicable building codes and structural design criteria. As a design engineer and principal, Joe's primary responsibilities include code compliance, design and analysis standards, and Quality Assurance processes. His experience has included a wide array of industrial structural systems and includes treatment plant structures, basins and supply system storage tanks, lift stations, diversion vaults and similar heavy civil structures. Clients include municipalities, military agencies, and civil and environmental engineering firms.

Joe has worked on municipal treatment and storage projects in Spokane, Airway Heights, Leavenworth, Liberty Lake and Rock Island, WA, and has provided structural engineering services at Fairchild AFB, Spokane County, and the City of Spokane, WA.

Representative Projects

CSO Basin Detention Structures (multiple)	Spokane, WA
Wastewater Treatment Plant	Airway Heights, WA
Water Reservoir Rehabilitation	Leavenworth, WA
Treatment Plant Upgrades	Liberty Lake, WA
Treatment Plant Additions and Modifications	Wapato, WA
Treatment Basin and Process Tank Addition	Prosser, WA
Wastewater Treatment Plant	Colville, WA
Wastewater Treatment Modernization	Rock Island, WA
Treatment Plant Expansion	Grand Coulee, WA
Municipal Water System Storage Tank	Bonners Ferry, ID
Water Intake Facility Expansion	Priest River, ID
Central Avenue Well No. 1 Reconstruction	Spokane, WA
Five Mile Reservoir Foundation	Spokane, WA
Five Mile Booster Station	Spokane, WA
Sewer Lift Station Upgrade	Spokane, WA
Elevated Water Tank Assessment/Repair	Fairchild AFB, WA
Municipal Well House Replacement	Spokane Valley, WA

LSB CONSULTING ENGINEERS

William Thompson

Senior Engineer

Educational Background

Gonzaga University
B.S. Civil Engineering
1989

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2006 to Present

With Other Firms -
1989 to 2006

Registrations

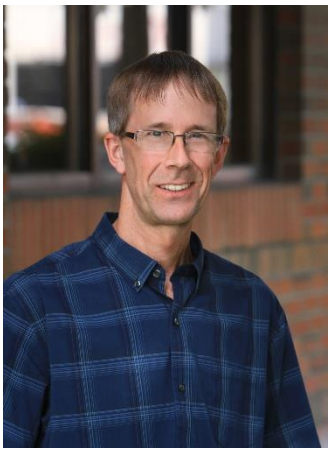
State of Washington
- Civil

State of Idaho
- Civil
- Structural

Organizations

Structural Engineers Association of Washington (SEAW)

US Green Building Council
LEED Green Associate



Bill has over 30 years of experience with the complete structural design of educational, industrial, institutional, commercial, and residential projects with construction budgets ranging to as much as $100 million. Project designs have utilized various materials including steel, masonry, reinforced and prestressed concrete and wood. He has considerable experience with renovation and new construction for K-12 schools and is familiar with particular requirements of projects involving historic structures. Bill has experience with projects designed under various delivery methods, such as design-bid-build, design-build, and CM/GC.

Representative Projects

New City Hall	Rathdrum, ID
Valley Bible Church Expansion	Spokane Valley, WA
Downtown Pedestrian Improvements	Spokane, WA
Lincoln Street Sidewalk Repair	Spokane, WA
Wall Street Surface Improvements	Spokane, WA
Pasco Middle Schools #3 & #4	Pasco, WA
Shiloh Hills Elementary	Mead, WA
Midway Elementary	Mead, WA
Municipal Sidewalk Vault Evaluations	Spokane, WA
Simcoe Elementary School	Wapato, WA
Summit Elementary Classroom Addition	Spokane Valley, WA
9th Grade Center Renovation	Yakima, WA
River City Middle School Addition	Post Falls, ID
Canfield Middle School Addition	Coeur D'Alene, ID
Kootenai Elementary School Addition	Kootenai, ID
Post Falls Elementary School	Post Falls, ID
Post Falls High School	Post Falls, ID
Sagle Elementary School Renovation/Addition	Sagle, ID
Chester Elementary School	Spokane Valley, WA
Lake Spokane Elem School Addition	Nine Mile Falls, WA
Lutacaga Elem School Renovation/Addition	Othello, WA
McFarland Middle School Renovation/Addition	Othello, WA
Othello High School Renovation/Addition	Othello, WA
Wapato High School	Wapato, WA
Jefferson Elementary School	Spokane, WA

LSB CONSULTING ENGINEERS

Brian Sterling

Staff Engineer

Educational Background

Eastern Washington University
B.S. Mechanical Engineering Technology
2002

Registration

State of Washington
Civil – License #57705

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2016 to Present

With Other Firms -
2002 to 2016

Organizations

Structural Engineers Association of Washington (SEAW)

Brian has over 20 years of experience designing structural systems working primarily with wood, concrete, and masonry. Brian brings a unique perspective to projects with his expertise in design/distribution of pre-engineered wood products, work with wood-frame and pre-engineered metal buildings, and detailed management style. He is familiar with on-call and general contractor service contracts and has recently assisted with structural engineering services to the City of Spokane CSO tanks and Sidewalk Vault projects. Brian is experienced with public works as a former City of Spokane, Hazardous Waste employee (2002), and is a skilled operations/project manager. Recent structural engineering experience includes new construction as well as renovation and addition projects, including structures for administrative buildings, vehicle servicing and storage, processing, material handling, maintenance, and operations. His experience also includes structural condition assessments, field measurements and data collection, and construction monitoring.

Representative Projects

Water Treatment Building Foundation	Laclede, ID
Home2 Suites	Spokane Valley, WA
Electronics Materials Mfg Facility	Spokane Valley, WA
WWTP Facility Multiple Phases	Snoqualmie, WA
New City Hall Building	Rathdrum, ID
Product Exchange Center	Walla Walla, WA
N Franklin SD Student Center Addition	Connell, WA
N Franklin SD Bus Storage Facility	Connell, WA
West Valley Library Modifications	Yakima, WA
Walla Walla High School Upgrades	Walla Walla, WA
Coeur d'Alene Elementary	Coeur d'Alene, ID
Medical Office Building	Kennewick, WA
Pasco Middle Schools #4 & 5	Pasco, WA
Bouten Construction Office Building	Spokane, WA
Quincy Public Safety Facility	Quincy, WA
Quincy City Hall	Quincy, WA
Grandview High School	Grandview, WA
School District Transportation Center	Connell, WA

LSB CONSULTING ENGINEERS

TAYLOR THARP

Staff Engineer

Educational Background

University of Alaska Fairbanks
B.S. Civil Engineering
2020

Certificate in Healthcare Reimbursement
UAF Community and Technical College
2013

Registration

Civil Engineer
Alaska 229575

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2025 to Present

Design Alaska
Fairbanks, AK
2019 to 2025

UAF Division of Design & Construction
Fairbanks, AK
2016 to 2019

Taylor has 9 years of experience in the design and analysis of commercial, military, light industrial and multi-family residential projects in sub-arctic and high seismic environments. She is well versed in developing project designs from proposal through construction. Taylor has worked on everything from new buildings to additions, renovations, and retrofits. She is adept at utilizing advanced engineering software to ensure structural integrity on both new and existing structures.

A creative problem solver who enjoys unique challenges, Taylor makes it a point to be proactive on design coordination on multi-discipline projects with a focus on ensuring structural efficiency and a cohesive design.

Representative Projects

Fairbanks Dept. of Public Safety Bldg	Fairbanks, AK
Fort Wainwright Gate Improvements	Ft Wainwright, AK
Fairbanks Mem. Hospital Bldg Asmt.	Fairbanks, AK
Qavartarvik Customer Lodging	Bethel, AK
UAF Heat and Power Plant	Fairbanks, AK
FTW434 Hangar Repair	Ft Wainwright, AK
Colony Booster Pumps	Palmer, AK
Ft Wainwright Utilidor Rehab	Ft Wainwright, AK
UAF Patty Pool Repairs	Fairbanks, AK
UAF Utilities Steam Line Repairs	Fairbanks, AK

LSB CONSULTING ENGINEERS

Shane Whitecotton

Graduate Engineer

Educational Background

Washington State University
B.S. Construction Engineering
2021

Registration

State of Washington
E.I.T.

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2023 to Present

TD&H Engineering
Spokane, WA
2021-2022

Spokane County Public Works
Spokane, WA
2021

Metals Fabrication Company
Spokane, WA
2019

Organizations

Structural Engineers Association of Washington (SEAW)

Shane has 4 years of experience designing structural systems working primarily with wood, concrete, masonry, and steel. Shane always has a client first attitude and looks for ways to increase collaboration and coordination. He is familiar with on-call and general contractor service contracts and has recently assisted with structural engineering services to the City of Spokane CSO Tank Inspections.

Shane brings together sound engineering principles with the latest in analysis and design software to deliver thorough and efficient structural designs. Recent structural engineering experience includes new construction as well as renovation and addition projects, including structures for K-12 education, administrative buildings, municipal water systems, and maintenance & operations facilities. His experience also includes structural condition assessments, field measurements and data collection, and construction monitoring.

Representative Projects

Plains Booster Station	Spokane, WA
9th & Pine Booster Station	Spokane, WA
RNA Aviation Hangar	Pasco, WA
Upriver Dam Gantry System Eval	Spokane, WA
Richland Public Safety Building	Richland, WA
Seismic Hazard Assessment Cheney SD	Cheney, WA
Valley Bible Church Expansion	Spokane Valley, WA
Plains Booster Station	Spokane, WA
WTE Thermal DeNOx Building	Spokane, WA
CSO Tank Inspections	Spokane, WA
Toppenish Police Station Remodel	Toppenish, WA
WSU Golf Team Building Addition	Pullman, WA
Benton County Juvenile Justice Center	Kennewick, WA
Honeywell Building 9	Spokane Valley, WA
Chief Joseph Dam Electrical Equip. Bases	Bridgeport, WA
Twisp POTW Improvements	Twisp, WA
McNary Dam Derrick Crane	Plymouth, WA
Fire Station Mezzanine Ledger Support	Spokane, WA

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 11/17/2025

Date Rec'd	11/10/2025
Clerk's File #	CPR 2025-0002
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING & GRANTS
Contact Name/Phone	REBECCA 625-6093
Contact E-Mail	RGRAYBEAL@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	5600-CLAIMS-2025 THRU 11-07-2025

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 11/07/2025. Total $8,777,093.09 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $8,589,609.29.

Summary (Background)

Pages 1-31 Check numbers: 615161 - 615344 Credit Card numbers: 002364 - 002404 ACH payment numbers: 146332 - 146606 On file for review in City Clerks Office: 31 Page listing of Claims

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 8,589,609.29	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	BAIRD, CHRISTI		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	366,109.15
1100	STREET FUND	130,508.09
1300	LIBRARY FUND	226.38
1360	GENERAL FUND GRANTS	0.00
1380	SPOKANE SAFE STREETS FOR ALL	83,113.46
1400	PARKS AND RECREATION FUND	519.81
1425	AMERICAN RESCUE PLAN	591,261.74
1440	FIRE GRANTS MISCELLANEOUS	0.00
1460	PARKING METER REVENUE FUND	43,826.30
1560	FORFEITURES & CONTRIBUTION FND	4,047.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	4.73
1640	COMMUNICATIONS BLDG M&O FUND	93.11
1775	LEGAL SVCS AND RELOCATION FUND	4,800.00
1910	CRIMINAL JUSTICE ASSISTANCE FD	350.00
1970	FIRE/EMS FUND	111,643.99
3200	ARTERIAL STREET FUND	533,474.66
4100	WATER DIVISION	1,128,345.03
4250	INTEGRATED CAPITAL MANAGEMENT	21,610.28
4300	SEWER FUND	411,759.16
4480	SOLID WASTE FUND	687,967.09
4600	GOLF FUND	3,380.70
4700	DEVELOPMENT SVCS CENTER	39,773.26
5100	FLEET SERVICES FUND	746,156.04
5110	FLEET SVCS EQUIP REPL FUND	65,343.27
5200	PUBLIC WORKS AND UTILITIES	22,329.73
5300	IT FUND	14,809.62
5310	IT CAPITAL REPLACEMENT FUND	2,475.00
5500	PURCHASING & STORES FUND	128.52
5700	MY SPOKANE	3,576.88
5750	OFFICE OF PERFORMANCE MGMT	1,142.94
5800	RISK MANAGEMENT FUND	2,296.55
5810	WORKERS' COMPENSATION FUND	294,330.63
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	982,705.82
5900	FACILITIES MANAGEMENT FUND OPS	56,873.88
5901	ASSET MANAGEMENT FUND CAPITAL	9,985.77
5903	PROPERTY ACQUISITION FIRE	33,920.98
5904	FACILITIES CAPITAL	40,058.05
6060	EMPLOYEES' RETIREMENT FUND	189.00
6070	FIREFIGHTERS' PENSION FUND	112,202.64
6080	POLICE PENSION FUND	75,005.60
6230	BUILDING CODE RECORDS MGMT	4,364.00
6250	MUNICIPAL COURT	78,415.31
6255	LAW ENFORCEMENT RECORDS MGMT	13,320.00
6920	CLAIMS CLEARING FUND	1,064,908.64
	TOTAL:	7,787,852.81

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,375.93		230.61
00615161	ADAM, ALLISON	189.00		
00615162	ADVANCED HEARING LLC	226.38		
00615163	EMPRES HOME CARE OF BELLINGH	364.00		
00615164	STEPHANIE FOSTER	570.84		
00615165	KARL GRANRATH	697.28		
00615166	INLAND TOWING	365.76		
00615167	JP MORGAN COMMERCIAL CARD	1,064,908.64		
00615168	CHRISTINE JUVAN	787.80		
00615169	NATE KUJAWA	110.00		
00615170	3RD & SHERMAN PLAZA LLC	38.00		
00615171	WILLIAM A LOGAN	9.26		
00615172	TINA M LUERSSEN	850.00		
00615173	CAROL TOMSIC	40.00		
00615174	CAROL TOMSIC	174.45		
00615175	CAROL TOMSIC	38.85		
00615176	CAROL TOMSIC	21.53		
00615177	HILARY MICHALOWICZ	257.59		
00615178	RANDY MCGLENN II	174.45		
00615179	PACIFIC CUSTOM SPORTSWEAR LL	2,156.25		
00615180	TAMARA PALMQUIST	162.00		
00615181	POINTE PEST CONTROL	1,598.32		
00615182	ROMAINE ELECTRIC CORPORATION	198.35		
00615183	SPOKANE TEACHERS CREDIT UNIO	25.00		
00615184	TERRY CARE GROUP LLC	9,780.00		
00615185	WA STATE DEPT OF NATURAL	481.91		
00615186	WASHINGTON LEOFF	3,441.59		
00615187	TRAVIS J WISE	125.00		
00615188	A TO Z RENTALS			87.28
00615189	AT&T MOBILITY			77.91
00615190	CENTURYLINK			170.97
00615191	COMCAST			205.08
00615192	FORESTRY SUPPLIERS INC			153.12
00615193	TOWN MILLS CRAFT CENTRE INC			997.35
00615194	JEREMY SWECKER			31.50
00615195	CSWW INC			216.85
00615196	ADAMS TRACTOR CO INC	4,094.91		
00615197	AT&T MOBILITY	49.57		
00615198	BASIN SOD INC	112.82		
00615199	CASCADE ENGINEERING INC	86,834.88		
00615200	CENTURYLINK	3,762.72		
00615201	COMCAST	226.07		
00615202	WATERCO OF THE PACIFIC NORTH	103.75		
00615203	ERIN L GRAY	628.92		
00615204	TAISIA MOGA	350.00		
00615205	POINTE PEST CONTROL	130.92		
00615206	ORKIN	136.38		
00615207	CENTURYLINK		444.76	
00615208	REMELISA CULLITAN		56.70	
00615209	DUPREE BUILDING SPECIALTIES/		381.85	
00615210	GWYN M JONES		600.00	
00615211	POH CHOO KOH		250.00	
00615212	LEVEL 3 FINANCING INC		2,111.40	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00615213	BEVERLY HILL-KLEINSTEIN		75.00	
00615214	MARIE MARCHAND		75.00	
00615215	MERY NOEL SMITH		75.00	
00615216	STEPHANIE OAKES		300.00	
00615217	JENNIFER PASSARO		75.00	
00615218	RENEE RAIDT		50.00	
00615219	SARAH ROONEY		100.00	
00615220	SPOKANE PUBLIC LIBRARY IMPRE		522.00	
00615221	OUTDOOR HOME SERVICES HOLDIN		114.56	
00615222	T-MOBILE		57.56	
00615223	WASHINGTON TRUST BANK		2,149.77	
00615224	ATLAS SAND AND ROCK INC			1,888.18
00615225	WATERCO OF THE PACIFIC NORTH			21.77
00615226	CUSTOM SHRINK WRAP EXPRESS			175.00
00615227	DCI ENGINEERS			2,625.00
00615228	JORDAN GRAVATT			25.62
00615229	CSWW INC			169.43
00615230	NW SEED & PET INC			117.76
00615231	SPOKANE COUNTY TITLE CO	460.00		
00615232	BLACK REALTY MANAGEMENT INC	4,738.82		
00615233	CAREER PATH SERVICES	30,526.94		
00615234	IRON AERO MARINE & METALWORK	33,920.98		
00615235	MICHAEL AND LINDA FLYNN	1,469.18		
00615236	STEVEN MACDONALD	102.34		
00615237	SPOKANE REGIONAL HEALTH DIST	21,941.62		
00615238	SPOKANE REGIONAL HEALTH DIST	163.12		
00615239	STS OPERATING INC	6,328.35		
00615240	T-MOBILE	685.67		
00615241	T-MOBILE	548.35		
00615242	US BANK	26,706.84		
00615243	WA STATE DEPT OF HEALTH	2,158.00		
00615244	WA STATE DEPT OF ECOLOGY	2,269.00		
00615245	WA STATE DEPT OF LICENSING	134.00		
00615281	AT&T MOBILITY	6,641.63		
00615282	BASIN SOD INC	140.88		
00615283	CENTURYLINK	2,984.52		
00615284	DEPARTMENT OF LABOR &	282,032.63		
00615285	EVERGREEN FOUNTAINS LLC	11,990.00		
00615286	RICKY HAYES	208.00		
00615287	HYSTER-YALE MATERIALS HANDLI	65,343.27		
00615288	JONES LANG LASALLE AMERICAS	5,100.00		
00615289	BERG GROUP	8,273.10		
00615290	J&M CONSTRUCTION	328.00		
00615291	CRAIG MCLAUGHLIN	4,220.14		
00615292	CRAIG MCLAUGHLIN	3,142.25		
00615293	GHARRETT AND MIKAELA DURSMA	201.59		
00615294	JANET DRESSEL	247.21		
00615295	PAUL LAGRONE	233.58		
00615296	SPOKANE PROPERTIES LLC	158.58		
00615297	WEST FAMILY TRUST	829.39		
00615298	EJ W BOSLEY	4,800.00		
00615299	FRED L LEAF	8,981.00		
00615300	CLIFFORD WINGER	169.87		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00615301	CITY OF SPOKANE	120.00		

00615302	NORTH MONROE BUSINESS DISTRI	675.55			
00615303	OW INVESTORS LLC	388,555.29			
00615304	SPOKANE UNITED METHODIST HOM	9,985.79			
00615305	SPOKANE COUNTY LIBRARY	55,340.30			
00615306	KEVIN HALL OR DAVE SINGLEY	3,913.00			
00615307	SPOKANE VALLEY MEDICAL INC	607.66			
00615308	KELLSEY TORRES	1,055.05			
00615309	T-MOBILE	8,371.92			
00615310	T-MOBILE	8,296.25			
00615311	ACCESS UNLIMITED & SECURITY	7.46			
00615312	AT&T MOBILITY	37.30			
00615313	CENTURYLINK	6,900.54			
00615314	CLOVERLEAF TOWING LLC	812.80			
00615315	NORFOLK IRON & METAL CO	1,125.69			
00615316	COMCAST	79.95			
00615317	COMCAST	222.53			
00615318	WATERCO OF THE PACIFIC NORTH	210.13			
00615319	INDUSTRIAL WELDING CO INC	261.84			
00615320	BELINDA AGUIRRE	30.00			
00615321	NANCY CARPENTER	30.00			
00615322	VALLEY EMPIRE COLLECTIONS	59.02			
00615323	STEVE LARSEN	5,030.28			
00615324	JHAB3 CO	3,934.95			
00615325	NEWMAN SIGNS INC	6,111.47			
00615326	NORTH SPOKANE IRRIGATION	42.01			
00615327	PARAMOUNT SUPPLY CO	2,326.32			
00615328	PET EMERGENCY CLINIC	983.28			
00615329	POINTE PEST CONTROL	114.56			
00615330	ORKIN	517.13			
00615331	ALDINGER CO	1,423.76			
00615332	SPOKANE COUNTY PROSECUTING	1,072.47			
00615333	UNITED RENTALS NW INC	1,170.60			
00615334	UNITED RENTALS NW INC	21,646.19			
00615335	WA STATE DEPT OF NATURAL	13,664.26			
00615336	WA STATE PATROL	6,366.00			
00615337	WA STATE TREASURER	82,779.31			
00615338	CENTURYLINK				899.14
00615339	WATERCO OF THE PACIFIC NORTH				162.40
00615340	INLAND EMPIRE GOLF COURSE				755.00
00615341	CSWW INC				235.34
00615342	NW PLAYGROUND EQUIPMENT INC				2,866.86
00615343	SIX ROBBLEES INC				176.37
00615344	HUMANE MANUFACTURING LLC				9,272.02
70002364	GENUINE PARTS COMPANY	388,099.95			
70002365	NORCO INC	126.17			
70002366	PEROVICH PARTNERS INC				250.91
70002367	SPOKANE POWER TOOL & HDWE				50.16
70002368	WILDROSE LTD dba				248.09
70002369	NORTHWEST INDUSTRIAL SERVICE				5,697.57
70002370	AUTOMATED LOGIC CONTRACTING				305.20
70002371	THE FA BARTLETT TREE EXPERT				10,860.91
70002372	CINTAS CORPORATION	10,224.66	38.39		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
70002373	ELJAY OIL CO INC	4,764.93		
70002374	ENDRESS+HAUSER INC	16,566.77		
70002375	HARRINGTON INDUSTRIAL PLASTI	2,336.02		
70002376	NORCO INC	3,451.62		
70002377	PLANET TURF			871.17

70002378	SPOKANE POWER TOOL & HDWE				15.25
70002379	WILDROSE LTD dba				1,154.72
70002380	ANATEK LABS INC	2,090.00			
70002381	GALLS LLC	153.90			
70002382	E R ANALYTICAL INC	150.00			
70002383	SPOKANE HOUSE OF HOSE INC	2,426.81			
70002384	TITAN TRUCK EQUIPMENT	512.58			
70002385	NORTHWEST INDUSTRIAL SERVICE	330.00			
70002386	GALLS LLC	47.82			
70002387	NORCO INC	168.23			
70002388	ALASKA RUBBER GROUP INC				52.24
70002389	NORTHWEST INDUSTRIAL SERVICE	3,510.13			
70002390	THE FA BARTLETT TREE EXPERT				1,571.04
70002391	BRANOM OPERATING COMPANY LLC	1,957.16			
70002392	CALE AMERICA INC	37,241.19			
70002393	CINTAS CORPORATION	3,575.78			176.64
70002394	ELJAY OIL CO INC	3,981.34			
70002395	FRANK GURNEY INC	17,253.07			
70002396	GALLS LLC	3,510.57			
70002397	NORCO INC	1,227.14			187.03
70002398	O'REILLY AUTOMOTIVE STORES I				18.72
70002399	PERFORMANCE SYSTEMS	758.25			
70002400	PLANET TURF				428.77
70002401	RIVER CITY GLASS INC	3,505.89			
70002402	PHOENIX ASPHALT MAINTENANCE	6,678.88			
70002403	PEROVICH PARTNERS INC				71.21
70002404	SPOKANE HOUSE OF HOSE INC	607.13			
80146332	ALL ABOUT TOWING SERVICES	162.56			
80146333	ROBERT EARL ALFORD	162.56			
80146334	ALSCO DIVISION OF ALSCO INC	18.82			
80146335	ALWAYS TOWING & ROAD SERVICE	162.56			
80146336	A-PRO AUTO BODY AND TOWING	203.20			
80146337	CHIEF GARRY PARK NEIGHBORHOO	447.93			
80146338	COPIERS NORTHWEST INC	2,831.60			
80146339	CUMMINS INC	5,327.53			
80146340	DIVINES TOWING/DIV OF	203.20			
80146341	DOUGLAS CO INC				284.55
80146342	EVERGREEN STATE TOWING LLC	1,937.56			
80146343	E-CEPTIONIST INC	2,475.00			
80146344	W W GRAINGER INC	142.93			
80146345	THE HIDE OUT/ROYCE SHIELDS	378.21			
80146346	INNOVIA FOUNDATION	338,076.30			
80146347	JOHNSON CONTROLS FIRE	14,420.23			
80146348	LCT SOFTWARE LLC	34,890.60			
80146349	M & L SUPPLY CO INC				8.54
80146350	MCCLINTOCK & TURK INC	2,602.50			
80146351	MCKINSTRY ESSENTION LLC	50,640.49			
80146352	MCKINSTRY CO LLC	22,940.10			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80146353	MUNICIPAL EMERGENCY SERVICES	668.29		
80146354	NAVEX GLOBAL INC	5,198.58		
80146355	NELSON'S TOWING AND REPAIR/	325.12		
80146356	NICOLAS R CHAVEZ	11,000.00		
80146357	OCCUPATIONAL HEALTH SOLUTION	168.00		
80146358	PENNYBANDZ LLC			496.27
80146359	PROVOST PROFESSIONAL	476.83		
80146360	SEFAC USA INC	805.00		
80146361	SITEONE LANDSCAPE SUPPLY LLC			37.03

80146362	HESTON HARDWARE				36.62
80146363	SPOKANE COUNTY TREASURER	1,078.98			
80146364	SPOKANE PUBLIC SCHOOLS	200,000.00			
80146365	SPOKANE TOWING/DIV OF	162.56			
80146366	TELEFLEX LLC	490.50			
80146367	ULINE INC				476.06
80146368	WESTERN GLOVE INC				127.59
80146369	WILLIAMS TOWING & RECOVERY L	162.56			
80146370	RAYLENE L GENNETT	92.00			
80146371	DENNIS HANSEN	6,050.00			
80146372	MOLLY SEVERNS	569.65			
80146373	ACTION MATERIALS	1,335.40			
80146374	ADVANCED UNDERGROUND UTILITY				850.00
80146375	ALS LABORATORY GROUP	130.00			
80146376	ALSCO DIVISION OF ALSCO INC				8.35
80146377	AM HARDWARE CO				2,261.64
80146378	ASSURANCE FITNESS REPAIR	784.59			
80146379	SAMUEL UPDIKE				2,951.20
80146380	AVISTA UTILITIES	399.31	11,578.58		
80146381	BANNER FURNACE & FUEL	338.21			
80146382	INDUSTRIAL SERVICES SOLUTION	6,837.52			
80146383	CALL2RECYCLE INC	239.95			
80146384	CAMCO CONSTRUCTION INC	1,933.12			
80146385	COLEMAN OIL COMPANY LLC	12,140.23			2,315.37
80146386	COMMUNITY FRAMEWORKS	22,839.30			
80146387	CONSOLIDATED ELECTRICAL				37.85
80146388	CORE & MAIN LP	2,751.57			
80146389	CORWIN OF SPOKANE LLC	498.23			
80146390	L N CURTIS & SONS	122.19			
80146391	DESAUTEL HEGE COMMUNICATIONS				2,082.50
80146392	DEVRIES INFORMATION MANAGEME	505.56			
80146393	ECOCHEM ANALYTICS INC	6,004.51			
80146394	FASTENAL CO	3,906.36			822.22
80146395	FEDERAL EXPRESS CORP/DBA FED	149.47			
80146396	FIREPOWER INC	409.13			3,862.14
80146397	FISHER CONSTRUCTION GROUP IN	741.88			
80146398	FISHER SCIENTIFIC	1,161.55			
80146399	W W GRAINGER INC	3,081.07	1,837.27		605.43
80146400	BECKWITH & KUFFEL INC DBA	2,907.32			
80146401	H D FOWLER COMPANY	6,790.39			
80146402	HASKINS STEEL CO INC	3,179.44			
80146403	HOME DEPOT USA INC	285.03	268.20		
80146404	HELFRICH BROTHERS BOILER WOR	163,838.73			
80146405	INGRAM LIBRARY SERVICES LLC		9,997.72		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80146406	INLAND ENVIRONMENTAL RESOURC	23,366.13		
80146407	INLAND POWER & LIGHT CO	194.19		
80146408	KEMIRA WATER SOLUTIONS INC	91,908.61		
80146409	KLEINSCHMIDT ASSOCIATES	118,770.07		
80146410	LEXIS-NEXIS RISK & ANALYTICS	163.65		
80146411	MCKINSTRY CO LLC	13,326.15		10,366.19
80146412	MIDWEST TAPE		1,365.14	
80146413	NORTHSTAR CHEMICAL INC	5,045.66		
80146414	ONLINE CLEANING SERVICES	46,795.17		
80146415	OVERDRIVE INC		8,314.17	
80146416	OXARC LLC	7,520.22		
80146417	PAPE MACHINERY INC	16,858.16		
80146418	PETE LIEN & SONS INC	13,038.68		

80146419	PHENOVA INC	340.00			
80146420	POMP'S TIRE SERVICE INC	50,577.25			
80146421	POWER TRANSPORT INC				600.00
80146422	RINK SYSTEMS, INC				2,206.00
80146423	BRANDSAFWAY SERVICES INC	37,811.89			
80146424	SENSKE PEST CONTROL	302.21			
80146425	SEVA WORKSHOP LLC	22,658.50			
80146426	SHAMROCK PAVING CO/DIV OF	526,147.74			
80146427	SPOKANE PRO CARE INC	449.49			
80146428	W B SPRAGUE COMPANY INC				327.77
80146429	SPOKANE SOFTBALL UMPIRE ASSO				1,482.56
80146430	STAR RENTALS & SALES				2,026.76
80146431	SUNBELT RENTALS INC				110.18
80146432	TECHNOLOGY UNLIMITED		818.25		
80146433	CHESTER JOHN CASKEY				429.60
80146434	ULINE INC				414.41
80146435	VERIZON WIRELESS		80.02		
80146436	WESTSIDE MOTORSPORTS				407.29
80146437	KIRA BARKER		37.80		
80146438	CDL SOLUTIONS LLC	4,022.20			
80146439	GINA COOPER		33.96		
80146440	KATRINA CREYTS		300.00		
80146441	LARRY B HUGHES		16.80		
80146442	SARAH LOUISE WINDISCH		300.00		
80146443	BACON CONCRETE INC				2,683.86
80146444	CATHOLIC CHARITIES	5,580.00			
80146445	DARKHORSE EMERGENCY CORP	43,496.64			
80146446	DESIMONE CONSULTING LLC	6,666.00			
80146447	EMPIRE HEALTH FOUNDATION	630,461.21			
80146448	ENGINEERING ECONOMICS INC	2,801.25			
80146449	FINLEY BUTTES LIMITED	184,614.42			
80146450	GOODALE & BARBIERI COMPANY	2,500.00			
80146451	INTEGRUS ARCHITECTURE PS	2,400.00			
80146452	NJB SOFT LLC	28,475.10			
80146453	NORTHWEST OPEN ACCESS NETWOR	3,600.00			
80146454	OCCUPATIONAL HEALTH SOLUTION	2,312.50			
80146455	NATIONAL EMPLOYERS COUNCIL I	500.00			
80146456	PREMERA BLUE CROSS OR	948,100.87			
80146457	MCA PLUMBING LLC	471.86			
80146458	SHI CORP	412.10			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80146459	SITEONE LANDSCAPE SUPPLY LLC	1,368.02		
80146460	SPOKANE NEIGHBORHOOD ACTION	101,940.57		
80146461	W B SPRAGUE COMPANY INC	163.16		
80146462	SPRING ENVIRONMENTAL INC	8,291.60		
80146463	SUNBELT RENTALS INC	2,051.68		
80146464	TWO RIVERS TERMINAL LLC	8,474.31		
80146465	UKG KRONOS SYSTEMS LLC	16,308.21		
80146466	UNIVAR SOLUTIONS USA INC	4,661.72		
80146467	US BANK P CARD PAYMENTS	69,744.02		
80146468	VERIZON WIRELESS	513.47		
80146469	VOLUNTEERS OF AMERICA OF	35,353.38		
80146470	WA STATE DEPT/TRANSPORTATION	2,426.45		
80146471	VICTOR J GIAMPIETRI II	600.00		
80146472	WAPAL FUND	258.72		
80146473	WAXIE SANITARY SUPPLY	1,234.46		
80146474	NARWHAL MET LLC	1,480.00		
80146475	ZAMPELL ADVANCED REFRACTORY	2,064.17		

80146476	WHITNEY EQUIPMENT COMPANY LL	8,487.94
80146477	WILLIS TOWERS WATSON	12,298.00
80146478	NICHOLAS ANTHONY FEDERICI	3,500.00
80146479	ABM JANITORIAL SERVICES SOUT	28,688.90
80146480	ACTION MATERIALS	215.76
80146481	AMERICAN TRAFFIC SOLUTIONS I	77,001.99
80146482	AVISTA UTILITIES	12,353.40
80146483	BERK CONSULTING INC	9,924.94
80146484	CATHOLIC CHARITIES	5,122.02
80146485	COLEMAN OIL COMPANY LLC	3,103.32
80146486	COLUMBIA ELECTRIC SUPPLY/DIV	1,074.74
80146487	COPIERS NORTHWEST INC	676.88
80146488	CUESTA SPRINGS ICE COMPANY O	51.75
80146489	CUMMINS INC	31,681.50
80146490	DESIGNER DECAL INC	486.98
80146491	ELECTRONIC DATA COLLECTION	15,823.36
80146492	ENTERPRISE FM TRUST	2,198.73
80146493	EUROFINS ENVIRONMENT TESTING	297.00
80146494	FEDERAL EXPRESS CORP/DBA FED	90.32
80146495	W W GRAINGER INC	1,132.89
80146496	GUNARAMA WHOLESALE INC	5,816.81
80146497	NOVUS AUTO GLASS	283.68
80146498	PARAMETRIX INC	21,625.78
80146499	PATRIOT LAND MANAGEMENT LLC	8,760.00
80146500	PERMITIUM LLC	148.50
80146501	ROAR WORKS LLC	490.95
80146502	MSA SAFETY INCORPORATED	3,760.80
80146503	SOLID WASTE SYSTEMS INC	12,125.09
80146504	SPOKANE COUNTY TREASURER	6,654.00
80146505	SPOKANE POLICE CHAPLAINCY	197.00
80146506	SUNSHINE HEALTH FACILITIES I	9,450.00
80146507	T W CLARK CONSTRUCTION LLC	477,969.28
80146508	TK ELEVATOR CORPORATION	413.18
80146509	TOBY'S BODY & FENDER INC	11,024.27
80146510	TRANSMAP CORPORATION	6,264.78
80146511	YOY INC	8,316.19

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80146512	VERIZON WIRELESS	514.02		
80146513	WA STATE DEPT/TRANSPORTATION	275.47		
80146514	WAXIE SANITARY SUPPLY	72.52		
80146515	ANTHONY LAMANNA	2,048.00		
80146516	ROBERT S LESSER	1,746.00		
80146517	JAMES VEITENHEIMER	8,170.01		
80146518	A1 TREE SERVICE LLC			19,455.80
80146519	WYOMING WRECKER LLC	162.56		
80146520	ACTION MATERIALS	2,400.24		
80146521	SPOKANE ENVELOPE LLC	389.49		
80146522	ALS LABORATORY GROUP	917.00		
80146523	ALSCO DIVISION OF ALSCO INC	1,686.54		388.45
80146524	ASSETWORKS INC	11,520.96		
80146525	ATS INLAND NW LLC	37,658.05		
80146526	AVISTA CORPORATION	11,549.46		
80146527	AVISTA UTILITIES	97,583.81		
80146528	A-L COMPRESSED GASES			178.38
80146529	A-PRO AUTO BODY AND TOWING	203.20		
80146530	BANNER FURNACE & FUEL	101.46		
80146531	BATTERY SYSTEMS INC			56.45
80146532	C & C YARD CARE			13,755.33

80146533	CINTAS CORPORATION NO 2	136.38		
80146534	COLEMAN OIL COMPANY LLC	42,512.18		2,820.81
80146535	COMPUNET INC	3,491.20		
80146536	STEVE CONNER			4,840.67
80146537	COPIERS NORTHWEST INC	20,193.50		
80146538	CORWIN OF SPOKANE LLC	7,012.57		
80146539	CREEK AT QUALCHAN GOLF COURS			5,269.26
80146540	L N CURTIS & SONS	5,218.72		
80146541	DELK MANAGEMENT LLC			6,039.78
80146542	DELTA DENTAL OF WASHINGTON	33,612.19		
80146543	DEVRIES INFORMATION MANAGEME	69.62		
80146544	DIVINES TOWING/DIV OF	162.56		
80146545	THE DRAIN SPECIALISTS	981.90		
80146546	ELECTRIC CITY INC			3,854.29
80146547	ENTERPRISE FM TRUST	519.02		
80146548	EUROFINS ENVIRONMENT TESTING	6,744.00		
80146549	EVERGREEN STATE TOWING LLC	731.52		
80146550	EYEMART EXPRESS LLC	279.85		
80146551	FASTENAL CO	14,314.18		660.84
80146552	FEDERAL EXPRESS CORP/DBA FED	59.56		
80146553	GORLEY LOGISTICS LLC	42.60		
80146554	FIRSTLINE COMMUNICATIONS INC	2,728.33		
80146555	FISHER SCIENTIFIC	3,318.58		
80146556	FLEET PAINTING INC	3,815.77		
80146557	FLEETCOR TECHNOLOGIES INC	36,141.34		
80146558	FRANCIS AVENUE HARDWARE			87.24
80146559	W W GRAINGER INC	155.62		156.51
80146560	GRAYMAR ENVIRONMENTAL SERVIC	412.40		
80146561	GREATER SPOKANE INC	11,025.00		
80146562	H D FOWLER COMPANY	401.27		
80146563	HASKINS STEEL CO INC	2,653.22		63.19
80146564	HOME DEPOT USA INC	257.76		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80146565	INDUSTRIAL BOLT & SUPPLY INC			1,078.14
80146566	CPM DEVELOPMENT CORP DBA	44,454.72		
80146567	INLANDER PUBLICATIONS INC	415.00		
80146568	J&N TACTICAL	600.00		
80146569	KAISER FOUNDATION HEALTH PLA	116,844.85		
80146570	LOOMIS ARMORED US INC	866.00		
80146571	LOUDEN, KRISTAL			102.64
80146572	M & L SUPPLY CO INC	5,600.46		
80146573	MORGAN STANLEY CAPITAL	4,500.00		
80146574	MUNICIPAL EMERGENCY SERVICES	627.27		
80146575	NEPTUNE TECHNOLOGY GROUP INC	71,573.56		
80146576	NW LANDSCAPE MAINTENANCE INC	6,927.85		
80146577	PACWEST MACHINERY LLC	2,745.45		
80146578	PAPE MACHINERY INC	3,153.71		
80146579	PETE LIEN & SONS INC	21,507.46		
80146580	POMP'S TIRE SERVICE INC	47,561.41		
80146581	QUALITY COUNTS LLC	4,180.00		
80146582	REVELAE GROUP LLC	9,375.00		
80146583	RIVER PARK SQUARE LLC	833.50		
80146584	SAFETY KLEEN CORPORATION	2,372.93		
80146585	BRANDSAFWAY SERVICES INC	5,882.05		
80146586	SANDBAGGERS CLUB LLC			2,414.72
80146587	SHAMROCK MANUFACTURING INC	28,452.67		
80146588	SHI CORP	110.58		
80146589	SIGNS FOR SUCCESS INC	644.20		

80146590	SITEONE LANDSCAPE SUPPLY LLC	934.63		164.78
80146591	SPECIALTY MOBILE MIX INC	2,836.60		
80146592	SPOKANE COUNTY TREASURER	69,898.80		
80146593	W B SPRAGUE COMPANY INC	163.16		
80146594	T & T GOLF MANAGEMENT INC			746.25
80146595	TK ELEVATOR CORPORATION	2,351.86		
80146596	THE TORO COMPANY			534.80
80146597	TRACE ANALYTICS LLC	64.38		
80146598	TWO RIVERS TERMINAL LLC	10,522.31		
80146599	VERIZON WIRELESS	10,532.70		
80146600	VESTIS GROUP INC	148.45		
80146601	WASHINGTON EQUIPMENT	1,716.30		
80146602	WESTERN EQUIPMENT DISTRIBUTO			552.40
80146603	ZUMAR INDUSTRIES INC	18,246.98		
80146604	THE BABCOCK & WILCOX COMPANY	4,091.61		
80146605	CDL SOLUTIONS LLC	3,184.48		
80146606	NIKKI HANSHAW	69.51		
		8,589,609.29	42,424.90	145,058.90
	CITYWIDE TOTAL:			8,777,093.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DESIMONE CONSULTING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80146446	6,666.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80146478	3,500.00
SPOKANE COUNTY LIBRARY DISTRICT	CONTRACTUAL SERVICES CHECK NO. - 00615305	55,340.30
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80146592	69,784.35
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00615242	491.79-
TOTAL FOR 0020 - NONDEPARTMENTAL		134,798.86

0030 - POLICE OMBUDSMAN

RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80146583	200.00
TOTAL FOR 0030 - POLICE OMBUDSMAN		200.00

0100 - GENERAL FUND

BERG GROUP 510 W RIVERSIDE SUITE 100	PERMIT REFUNDS PAYABLE CHECK NO. - 00615289	8,273.10
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80146356	11,000.00
PATRIOT LAND MANAGEMENT LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80146499	8,760.00
PERMITIUM LLC	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80146500	148.50
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00615332	1,072.47
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80146467	69,744.02
TOTAL FOR 0100 - GENERAL FUND		98,998.09

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146537	226.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80146543	25.56

TOTAL FOR 0230 - CIVIL SERVICE		252.50

0320 - COUNCIL

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	982.49
TOTAL FOR 0320 - COUNCIL		982.49

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146537	12,774.24
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146600	52.21
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		12,826.45

0370 - ENGINEERING SERVICES

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146479	1,065.99
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146537	412.71
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80146492	2,198.73
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80146583	200.00
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146600	19.50
WAXIE SANITARY SUPPLY	OFFICE SUPPLIES ACH PMT NO. - 80146514	72.52
TOTAL FOR 0370 - ENGINEERING SERVICES		3,969.45

0410 - FINANCE

AT&T MOBILITY	CELL PHONE CHECK NO. - 00615312	37.30
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	3,156.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00615242	1,416.40-
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	42.84

TOTAL FOR 0410 - FINANCE		1,820.33

0480 - OFFICE OF CIVIL RIGHTS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	42.84
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		42.84

0500 - LEGAL

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146479	1,074.85
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146537	377.94
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	85.68
VESTIS GROUP INC DBA VESTIS SERVICES INC	OPERATING SUPPLIES ACH PMT NO. - 80146600	7.64
TOTAL FOR 0500 - LEGAL		1,546.11

0520 - MAYOR

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146537	487.03
TOTAL FOR 0520 - MAYOR		487.03

0550 - NEIGHBORHOOD SERVICES

CAROL TOMSIC 3303 E 27TH	CONTRACTUAL SERVICES CHECK NO. - 00615176	274.83
CHIEF GARRY PARK NEIGHBORHOOD COUNCIL	CONTRACTUAL SERVICES ACH PMT NO. - 80146337	447.93
CLIFFORD WINGER 1110 E COZZA DR APT 213	CONTRACTUAL SERVICES CHECK NO. - 00615300	169.87
HILARY MICHALOWICZ 528 E COLUMBIA AVE	CONTRACTUAL SERVICES CHECK NO. - 00615177	257.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTH MONROE BUSINESS DISTRICT	CONTRACTUAL SERVICES CHECK NO. - 00615302	675.55
RANDY MCGLENN II PO BOX 632	CONTRACTUAL SERVICES CHECK NO. - 00615178	174.45
TINA M LUERSSEN	CONTRACTUAL SERVICES CHECK NO. - 00615172	850.00
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,850.22

0560 - MUNICIPAL COURT

BELINDA AGUIRRE 5008 W HALLETT RD	CASH OVER/SHORT CHECK NO. - 00615320	30.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00615316	79.95
NANCY CARPENTER 419 PARK DR	CASH OVER/SHORT CHECK NO. - 00615321	30.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80146583	433.50
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80146363	778.98
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	492.70
VALLEY EMPIRE COLLECTIONS PO BOX 141248	CASH OVER/SHORT CHECK NO. - 00615322	59.02
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	556.92
TOTAL FOR 0560 - MUNICIPAL COURT		2,461.07

0570 - OFFICE OF HEARING EXAMINER

KARL GRANRATH	LODGING CHECK NO. - 00615165	386.48
KARL GRANRATH	PER DIEM CHECK NO. - 00615165	84.00
KARL GRANRATH	PRINTING/BINDING/REPRO CHECK NO. - 00615165	226.80
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		697.28

0620 - HUMAN RESOURCES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAVEX GLOBAL INC	PROFESSIONAL SERVICES ACH PMT NO. - 80146354	5,198.58
TOTAL FOR 0620 - HUMAN RESOURCES		5,198.58

0650 - PLANNING SERVICES

BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80146483	9,924.94
TOTAL FOR 0650 - PLANNING SERVICES		9,924.94

0680 - POLICE

ALL ABOUT TOWING SERVICES	TOWING EXPENSE ACH PMT NO. - 80146332	162.56
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80146335	162.56
ANTHONY LAMANNA	TUITION REIMBURSEMENT ACH PMT NO. - 80146515	2,048.00
AT&T MOBILITY	CELL PHONE CHECK NO. - 00615281	6,641.63
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146482	11,854.98
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80146482	498.42
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE ACH PMT NO. - 80146529	406.40
CLOVERLEAF TOWING LLC	TOWING EXPENSE CHECK NO. - 00615314	812.80
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146537	3.93
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146537	4,140.76
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80146392	505.56
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80146544	365.76
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80146549	1,056.04
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80146396	409.13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70002396	1,256.28
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80146553	34.08
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80146496	5,816.81
INLAND TOWING A DIV OF SADIE ENTERPRISE LLC	TOWING EXPENSE CHECK NO. - 00615166	365.76
J&N TACTICAL DBA SSA	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80146568	600.00
KELLSEY TORRES	TUITION REIMBURSEMENT CHECK NO. - 00615308	1,055.05
LEXIS-NEXIS RISK & ANALYTICS	BACKGROUND CHECKS	

GROUP ACCURINT-ACCT 1189340	ACH PMT NO. - 80146410	163.65
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80146570	866.00
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80146355	325.12
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00615328	983.28
ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE ACH PMT NO. - 80146333	162.56
ROBERT S LESSER	TUITION REIMBURSEMENT ACH PMT NO. - 80146516	1,746.00
SPOKANE COUNTY TREASURER	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146592	90.45
SPOKANE COUNTY TREASURER	OPERATING SUPPLIES ACH PMT NO. - 80146592	24.00
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80146505	197.00
SPOKANE TEACHERS CREDIT UNION	MISC SERVICES/CHARGES CHECK NO. - 00615183	25.00
SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80146365	162.56
T-MOBILE	CELL PHONE CHECK NO. - 00615310	16,668.17
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	190.14
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	1,215.11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80146599	1,038.79
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80146559	155.62
WA STATE DEPT OF REVENUE	POWER TOOLS/EQUIPMENT -	54.60
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00615186	3,167.14
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80146369	162.56
WYOMING WRECKER LLC DBA AA ACES TOWING	TOWING EXPENSE ACH PMT NO. - 80146519	162.56
TOTAL FOR 0680 - POLICE		65,756.82

0690 - COMMUNITY JUSTICE SERVICES

BLACK REALTY MANAGEMENT INC	OPERATING RENTALS/LEASES CHECK NO. - 00615232	4,738.82
CHRISTINE JUVAN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00615168	401.80
CHRISTINE JUVAN	PER DIEM CHECK NO. - 00615168	386.00
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		5,526.62

0700 - PUBLIC DEFENDER

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146479	1,065.30
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80146359	476.83
TOTAL FOR 0700 - PUBLIC DEFENDER		1,542.13

0750 - COMMUNITY/ECONOMIC DEV SVC

GREATER SPOKANE INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80146561	11,025.00
JONES LANG LASALLE AMERICAS INC	CONTRACTUAL SERVICES CHECK NO. - 00615288	5,100.00
STEVEN MACDONALD	AIRFARE CHECK NO. - 00615236	477.36-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STEVEN MACDONALD	LODGING CHECK NO. - 00615236	164.39-
STEVEN MACDONALD	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00615236	81.49
STEVEN MACDONALD	PER DIEM CHECK NO. - 00615236	662.60
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		16,227.34

1100 - STREET FUND

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146520	120.63
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146566	44,454.72
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80146551	6,130.66
FRANK GURNEY INC	REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70002395	17,253.07

PHOENIX ASPHALT MAINTENANCE CO INC DBA SEALMASTER PORTLAND	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70002402	6,678.88
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146587	28,452.67
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146591	2,836.60
TRANSMAP CORPORATION	PROFESSIONAL SERVICES ACH PMT NO. - 80146510	6,264.78
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146600	69.10
ZUMAR INDUSTRIES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146603	18,246.98
TOTAL FOR 1100 - STREET FUND		130,508.09

1300 - LIBRARY FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	236.23
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00615242	9.85-
TOTAL FOR 1300 - LIBRARY FUND		226.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1360 - GENERAL FUND GRANTS

NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80146356	11,000.00-
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	PROFESSIONAL SERVICES ACH PMT NO. - 80146356	11,000.00
TOTAL FOR 1360 - GENERAL FUND GRANTS		0.00

1380 - SPOKANE SAFE STREETS FOR ALL

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80146481	77,001.99
NEWMAN SIGNS INC TRAFFIC CONTROL DIVISION	OPERATING SUPPLIES CHECK NO. - 00615325	6,111.47
TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL		83,113.46

1400 - PARKS AND RECREATION FUND

CITY OF SPOKANE	PER DIEM CHECK NO. - 00615301	120.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	399.81

TOTAL FOR 1400 - PARKS AND RECREATION FUND		519.81

1425 - AMERICAN RESCUE PLAN

CAREER PATH SERVICES EMPLOYMENT AND TRAINING	CONTRACTUAL SERVICES CHECK NO. - 00615233	30,526.94
INNOVIA FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80146346	338,076.30
SEVA WORKSHOP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80146425	22,658.50
SPOKANE PUBLIC SCHOOLS	CONTRACTUAL SERVICES ACH PMT NO. - 80146364	200,000.00
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		591,261.74

1440 - FIRE GRANTS MISCELLANEOUS

PATRIOT LAND MANAGEMENT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80146499	8,760.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PATRIOT LAND MANAGEMENT LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80146499	8,760.00-
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		0.00

1460 - PARKING METER REVENUE FUND

CALE AMERICA INC DBA FLOWBIRD	PERMITS/OTHER FEES CREDIT CARD PMT NO. - 70002392	368.35
CALE AMERICA INC DBA FLOWBIRD	SUBSCRIPTION BASED IT ARNGMTS CREDIT CARD PMT NO. - 70002392	26,887.07
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146487	234.16
ELECTRONIC DATA COLLECTION CORPORATION	BANK FEES ACH PMT NO. - 80146491	286.70
ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80146491	1,306.25
ELECTRONIC DATA COLLECTION CORPORATION	POSTAGE ACH PMT NO. - 80146491	620.40
ELECTRONIC DATA COLLECTION CORPORATION	PRINTING/BINDING/REPRO ACH PMT NO. - 80146491	553.20
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80146491	13,056.81
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	513.36

TOTAL FOR 1460 - PARKING METER REVENUE FUND		43,826.30

1560 - FORFEITURES & CONTRIBUTION FND

KEVIN HALL OR DAVE SINGLEY KEVIN HALL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00615306	3,913.00
WA STATE DEPT OF LICENSING SPOKANE COUNTY COURTHOUSE	MISC SERVICES/CHARGES CHECK NO. - 00615245	134.00
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		4,047.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00615186	4.73
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		4.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1640 - COMMUNICATIONS BLDG M&O FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00615313	93.11
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		93.11

1775 - LEGAL SVCS AND RELOCATION FUND

EJ W BOSLEY 3223 W ROSEWOOD AVE #1	LEGAL SERVICES CHECK NO. - 00615298	4,800.00
TOTAL FOR 1775 - LEGAL SVCS AND RELOCATION FUND		4,800.00

1910 - CRIMINAL JUSTICE ASSISTANCE FD

TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00615204	350.00
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		350.00

1970 - FIRE/EMS FUND

3RD & SHERMAN PLAZA LLC 324 S SHERMAN ST STE A2	PERMIT REFUNDS PAYABLE CHECK NO. - 00615170	38.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146523	208.32
CENTURYLINK	TELEPHONE CHECK NO. - 00615313	151.49
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	

	ACH PMT NO. - 80146534	6,105.90
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80146338	2,831.60
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80146538	329.42
DARKHORSE EMERGENCY CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80146445	43,496.64
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80146543	25.56
GALLS LLC	CLOTHING	
	CREDIT CARD PMT NO. - 70002396	2,269.25
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS	
	CREDIT CARD PMT NO. - 70002396	186.76

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

L N CURTIS & SONS	CLOTHING ALTERATIONS & REPAIRS	
	ACH PMT NO. - 80146540	157.68
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80146540	5,183.23
MUNICIPAL EMERGENCY SERVICES INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80146574	627.27
MUNICIPAL EMERGENCY SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146353	668.29
NORCO INC	SAFETY SUPPLIES	
	CREDIT CARD PMT NO. - 70002397	353.28
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80146576	6,927.85
OCCUPATIONAL HEALTH SOLUTIONS INC	MEDICAL SERVICES ACH PMT NO. - 80146357	168.00
PACIFIC CUSTOM SPORTSWEAR LLC	CLOTHING	
	CHECK NO. - 00615179	2,156.25
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00615329	376.40
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80146580	2,806.53
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80146580	528.04
ROMAINE ELECTRIC CORPORATION	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00615182	198.35
SEFAC USA INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80146360	805.00
SIGNS FOR SUCCESS INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80146589	644.20
TELEFLEX LLC	SAFETY SUPPLIES	

c/o TELEFLEX FUNDING LLC	ACH PMT NO. - 80146366	490.50
THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146545	981.90
THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80146345	378.21
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146597	64.38
TRAVIS J WISE	REGISTRATION/SCHOOLING CHECK NO. - 00615187	125.00
UKG KRONOS SYSTEMS LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80146465	16,308.21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	191.24
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146344	142.93
WA STATE DEPT OF NATURAL RESOURCES	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00615335	14,146.17
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	5.86
WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT -	1,287.30
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00615186	269.72
WILLIAM A LOGAN	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00615171	9.26
TOTAL FOR 1970 - FIRE/EMS FUND		111,643.99

3200 - ARTERIAL STREET FUND

PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80146498	445.00
QUALITY COUNTS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80146581	4,180.00
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80146426	526,147.74
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80146513	2,701.92
TOTAL FOR 3200 - ARTERIAL STREET FUND		533,474.66

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146520	2,279.61

BASIN SOD INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00615198	112.82
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70002393	2,076.91
CORE & MAIN LP	MINOR EQUIPMENT ACH PMT NO. - 80146388	2,751.57
CRAIG MCLAUGHLIN 1128 HYAK PLACE	REFUNDS CHECK NO. - 00615292	7,362.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ENGINEERING ECONOMICS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80146448	2,801.25
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146551	6,797.12
GHARRETT AND MIKAELA DURSMA 5423 N REES CT	REFUNDS CHECK NO. - 00615293	201.59
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146562	401.27
JANET DRESSEL 17920 N LITTLE SPOKANE DR	REFUNDS CHECK NO. - 00615294	1.45
KLEINSCHMIDT ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80146409	118,770.07
M & L SUPPLY CO INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80146572	5,600.46
MICHAEL AND LINDA FLYNN 8621 W PIRATES CT	REFUNDS CHECK NO. - 00615235	1,469.18
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80146575	71,573.56
NJB SOFT LLC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80146452	28,475.10
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70002397	208.78
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00615315	1,125.69
OW INVESTORS LLC DBA MARS COMPANY	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00615303	388,555.29
OXARC LLC	OPERATING SUPPLIES ACH PMT NO. - 80146416	854.43
PAUL LAGRONE 11669 N RAILWAY AVE	REFUNDS CHECK NO. - 00615295	233.58
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146590	934.63
SPOKANE PROPERTIES LLC 1633 S GRAND BLVD	REFUNDS CHECK NO. - 00615296	158.58

STEPHANIE FOSTER	LODGING CHECK NO. - 00615164	370.84
STEPHANIE FOSTER	PER DIEM CHECK NO. - 00615164	200.00
STEVE LARSEN 10021 N ORCHARD RD	REFUNDS CHECK NO. - 00615323	5,030.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T W CLARK CONSTRUCTION LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80146507	477,969.28
TITAN TRUCK EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70002384	512.58
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146399	687.33
WEST FAMILY TRUST 4823 E 65TH AVE	REFUNDS CHECK NO. - 00615297	829.39
TOTAL FOR 4100 - WATER DIVISION		1,128,345.03

4250 - INTEGRATED CAPITAL MANAGEMENT

PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80146498	21,180.78
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80146521	389.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146468	40.01
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		21,610.28

4300 - SEWER FUND

JANET DRESSEL 17920 N LITTLE SPOKANE DR	REFUNDS CHECK NO. - 00615294	245.76
TOTAL FOR 4300 - SEWER FUND		245.76

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146480	1,551.16
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146523	748.52
AT&T MOBILITY	CELL PHONE CHECK NO. - 00615197	13.97
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146527	63.57
AVISTA UTILITIES	UTILITY NATURAL GAS	

	ACH PMT NO. - 80146527	56.02
BASIN SOD INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00615282	140.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CDL SOLUTIONS LLC DBA DRIVE509	CONTRACTUAL SERVICES ACH PMT NO. - 80146438	4,022.20
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80146485	3,103.32
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80146543	18.50
NATE KUJAWA	REGISTRATION/SCHOOLING CHECK NO. - 00615169	110.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70002385	330.00
RAYLENE L GENNETT	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80146370	92.00
T-MOBILE	CELL PHONE CHECK NO. - 00615241	518.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	1,697.01
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80146495	1,132.89
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		13,598.64

4320 - RIVERSIDE PARK RECLAMATION FAC

ALDINGER CO DBA QUALITY CONTROL SERVICES	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00615331	1,423.76
ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80146522	1,047.00
AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80146527	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146527	17,658.70
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80146527	3,393.86
BECKWITH & KUFFEL INC DBA GRANICH ENGINEERED PRODUCTS	OPERATING SUPPLIES ACH PMT NO. - 80146400	2,907.32
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146585	5,882.05
CDL SOLUTIONS LLC DBA DRIVE509	REGISTRATION/SCHOOLING ACH PMT NO. - 80146605	3,184.48
CENTURYLINK	TELEPHONE CHECK NO. - 00615313	4,490.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70002372	7,273.45
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80146385	12,140.23
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80146486	1,074.74
COMCAST	IT/DATA SERVICES CHECK NO. - 00615201	226.07
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146537	1,769.95
CUESTA SPRINGS ICE COMPANY OF IDAHO LLC	OPERATING SUPPLIES ACH PMT NO. - 80146488	51.75
DESIGNER DECAL INC	SAFETY SUPPLIES ACH PMT NO. - 80146490	486.98
E R ANALYTICAL INC DBA SPECIALTY ANALYTICAL	TESTING SERVICES CREDIT CARD PMT NO. - 70002382	150.00
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70002373	1,231.30
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70002374	16,566.77
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80146547	519.02
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80146548	7,041.00
EYEMART EXPRESS LLC	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80146550	279.85
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80146394	1,022.65
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80146552	282.41
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80146555	4,480.13
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146401	6,790.39
HARRINGTON INDUSTRIAL PLASTICS LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70002375	2,112.24
HARRINGTON INDUSTRIAL PLASTICS LLC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70002375	223.78
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146406	23,366.13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146407	194.19
JOHNSON CONTROLS FIRE PROTECTION LP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146347	10,252.39
JOHNSON CONTROLS FIRE PROTECTION LP	OTHER IMPROVEMENTS ACH PMT NO. - 80146347	4,167.84
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146408	91,908.61
MCCLINTOCK & TURK INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80146350	2,602.50
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146352	9,164.40
MCKINSTRY CO LLC LOCKBOX	REPAIRS/MAINTENANCE ACH PMT NO. - 80146352	13,775.70
MCKINSTRY ESSENTION LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80146351	50,640.49
MSA SAFETY INCORPORATED	OPERATING SUPPLIES ACH PMT NO. - 80146502	3,760.80
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146416	2,482.24
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146417	849.00
PARAMOUNT SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00615327	2,326.32
PHENOVA INC	OPERATING SUPPLIES ACH PMT NO. - 80146419	340.00
POINTE PEST CONTROL	CONTRACTUAL SERVICES CHECK NO. - 00615181	1,467.40
SPOKANE HOUSE OF HOSE INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70002404	1,843.22
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146598	18,996.62
T-MOBILE	CELL PHONE CHECK NO. - 00615241	715.42
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00615333	1,170.60
UNITED RENTALS NW INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00615334	21,646.19
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146466	4,661.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80146599	1,287.81
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	REGISTRATION/SCHOOLING ACH PMT NO. - 80146471	600.00
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80146399	847.76
WHITNEY EQUIPMENT COMPANY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146476	8,487.94
YOY INC DBA VERDIS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146511	2,981.20
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		384,712.17

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146523	748.52
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146527	226.19
CENTURYLINK	TELEPHONE CHECK NO. - 00615313	1,193.64
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00615326	42.01
REVELAE GROUP LLC	PRINTING/BINDING/REPRO ACH PMT NO. - 80146582	9,375.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	290.64
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80146468	473.46
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	853.13
TOTAL FOR 4330 - STORMWATER		13,202.59

4490 - SOLID WASTE DISPOSAL

BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80146530	439.67
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146423	37,811.89
BRANOM OPERATING COMPANY LLC BRANOM INSTRUMENT COMPANY	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70002391	1,957.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CALL2RECYCLE INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80146383	239.95
ECOCHEM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146393	6,004.51

ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70002373	479.72
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70002394	7,035.25
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80146551	765.69
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80146551	2,080.06
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146551	1,051.48
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80146449	184,614.42
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80146553	8.52
GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80146560	412.40
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146563	5,832.66
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146404	163,838.73
INDUSTRIAL SERVICES SOLUTIONS LLC DBA BAY VALVE SERVICE &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146382	6,837.52
INLANDER PUBLICATIONS INC DBA THE INLANDER	ADVERTISING ACH PMT NO. - 80146567	415.00
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146411	13,326.15
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80146474	1,480.00
NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70002397	1,845.42
NORCO INC	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70002376	2,215.63
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146413	5,045.66
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70002389	3,290.13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146414	46,795.17
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00615330	221.47
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146416	4,183.55

PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80146579	33,127.84
PETE LIEN & SONS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146418	1,418.30
SAFETY KLEEN CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80146584	2,372.93
SHI CORP	CELL PHONE ACH PMT NO. - 80146588	110.58
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70002383	1,190.72
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00615237	21,941.62
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80146462	8,291.60
STS OPERATING INC DBA SUNSOURCE	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00615239	6,328.35
SUNBELT RENTALS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146463	2,051.68
THE BABCOCK & WILCOX COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146604	4,091.61
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	273.41
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146399	223.57
W W GRAINGER INC DBA GRAINGER	SMALL TOOLS ACH PMT NO. - 80146399	1,322.41
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES CHECK NO. - 00615244	2,269.00
WA STATE DEPT OF HEALTH	PERMITS/OTHER FEES CHECK NO. - 00615243	2,158.00
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146601	1,716.30
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00615318	103.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ZAMPELL ADVANCED REFRACTORY TECHNOLOGIES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80146475	2,064.17
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		589,283.08

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146527	2,230.12
AVISTA UTILITIES	UTILITY NATURAL GAS	

	ACH PMT NO. - 80146527	4,295.78
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00615199	86,834.88
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80146394	372.88
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80146424	302.21
SITEONE LANDSCAPE SUPPLY LLC	OPERATING SUPPLIES ACH PMT NO. - 80146459	1,368.02
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80146427	449.49
TOTAL FOR 4500 - SOLID WASTE COLLECTION		95,853.38

4530 - SOLID WASTE LANDFILLS

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00615311	7.46
ANATEK LABS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70002380	2,090.00
NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70002397	350.05
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70002389	220.00
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00615238	163.12
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,830.63

4600 - GOLF FUND

FIRSTLINE COMMUNICATIONS INC DBA ALL PHASE NETWORK, ACCESS	REPAIRS/MAINTENANCE ACH PMT NO. - 80146554	2,728.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	652.37
TOTAL FOR 4600 - GOLF FUND		3,380.70

4700 - DEVELOPMENT SVCS CENTER

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80146487	442.72
J&M CONSTRUCTION 1801 W 6TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00615290	328.00
LCT SOFTWARE LLC DBA LIFECYCLE TECHNOLOGY LLC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80146348	34,890.60

MOLLY SEVERNS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80146372	462.65
MOLLY SEVERNS	PER DIEM ACH PMT NO. - 80146372	107.00
TAMARA PALMQUIST	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00615180	30.00
TAMARA PALMQUIST	PER DIEM CHECK NO. - 00615180	132.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	205.25
WA STATE DEPT OF REVENUE	SUBSCRIPTION BASED IT ARNGMTS -	3,175.04
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		39,773.26

5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00615196	4,094.91
ASSETWORKS INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80146524	11,520.96
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80146527	61,015.06
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146527	7,950.80
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80146527	627.61
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70002393	4,450.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 2	CLOTHING ACH PMT NO. - 80146533	136.38
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80146534	36,406.28
COMCAST	WEB SERVICES CHECK NO. - 00615317	222.53
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146538	7,181.38
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146489	37,009.03
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80146342	1,613.04
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80146395	16.94

FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146556	3,815.77
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80146557	36,141.34
GENUINE PARTS COMPANY DBA NAPA AUTO PARTS	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70002364	62,861.59
GENUINE PARTS COMPANY DBA NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70002364	325,238.36
HOME DEPOT USA INC HOME DEPOT PRO	OFFICE SUPPLIES ACH PMT NO. - 80146564	542.79
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00615319	261.84
JHAB3 CO DBA MEINEKE CAR CARE CENTER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00615324	3,934.95
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146497	283.68
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146577	2,745.45
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146578	19,162.87
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70002399	758.25
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146580	17,503.72
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80146580	77,300.37

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146503	12,125.09
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80146509	11,024.27
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00615318	210.70
TOTAL FOR 5100 - FLEET SERVICES FUND		746,156.04

5110 - FLEET SVCS EQUIP REPL FUND

HYSTER-YALE MATERIALS HANDLING INC	VEHICLES CHECK NO. - 00615287	65,343.27
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		65,343.27

5200 - PUBLIC WORKS AND UTILITIES

US BANK	BANK FEES	

TREASURY MANAGEMENT SERVICES	CHECK NO. - 00615242	22,329.73
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	22,329.73

5300 - IT FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00615313	7,719.15
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80146453	3,600.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80146458	412.10
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	3,078.37
	TOTAL FOR 5300 - IT FUND	14,809.62

5310 - IT CAPITAL REPLACEMENT FUND

E-CEPTIONIST INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80146343	2,475.00
	TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	2,475.00

5500 - PURCHASING & STORES FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	128.52
	TOTAL FOR 5500 - PURCHASING & STORES FUND	128.52

5700 - MY SPOKANE

COMPUNET INC LB 410802	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80146535	3,491.20
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146599	85.68
	TOTAL FOR 5700 - MY SPOKANE	3,576.88

5750 - OFFICE OF PERFORMANCE MGMT

ERIN L GRAY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00615203	203.92
ERIN L GRAY	REGISTRATION/SCHOOLING CHECK NO. - 00615203	425.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80146512	514.02

	TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	1,142.94

5800 - RISK MANAGEMENT FUND

OCCUPATIONAL HEALTH SOLUTIONS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80146454	2,312.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00615242	251.10
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00615242	267.05-
	TOTAL FOR 5800 - RISK MANAGEMENT FUND	2,296.55

5810 - WORKERS' COMPENSATION FUND

DEPARTMENT OF LABOR & INDUSTRIES	DEPOSIT-SUPP PENSION ASSESSMNT CHECK NO. - 00615284	189,012.14
DEPARTMENT OF LABOR & INDUSTRIES	INSURANCE ADMINISTRATION CHECK NO. - 00615284	147,039.90
DEPARTMENT OF LABOR & INDUSTRIES	OTHER STATE AGENCIES CHECK NO. - 00615284	54,019.41-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE CLAIMS ACH PMT NO. - 80146477	12,298.00
	TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	294,330.63

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80146455	500.00
	TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	500.00

5830 - EMPLOYEES BENEFITS FUND

ASSURANCE FITNESS REPAIR	WELLNESS ACH PMT NO. - 80146378	784.59
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80146542	31,492.19
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80146569	116,844.85
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80146456	833,325.47
WAPAL FUND WASHINGTON STATE HEALTH CARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80146472	258.72

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		982,705.82

5900 - FACILITIES MANAGEMENT FUND OPS

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80146479	25,482.76
AT&T MOBILITY	CELL PHONE CHECK NO. - 00615197	35.60
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80146526	10,728.22
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80146526	821.24
CAMCO CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146384	1,933.12
FISHER CONSTRUCTION GROUP INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146397	741.88
GOODALE & BARBIERI COMPANY	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80146450	2,500.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MCA PLUMBING LLC DBA ROTO-ROOTER	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146457	471.86
NIKKI HANSHAW	LOCAL MILEAGE ACH PMT NO. - 80146606	69.51
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00615330	432.04
RIVER CITY GLASS INC	BUILDING REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70002401	3,505.89
ROAR WORKS LLC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80146501	490.95
TK ELEVATOR CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146595	2,765.04
W B SPRAGUE COMPANY INC DBA SPRAGUE PEST SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146593	326.32
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES ACH PMT NO. - 80146473	1,234.46
YOY INC DBA VERDIS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80146511	5,334.99

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		56,873.88

5901 - ASSET MANAGEMENT FUND CAPITAL

CALE AMERICA INC DBA FLOWBIRD	MACHINERY/EQUIPMENT CREDIT CARD PMT NO. - 70002392	9,985.77

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		9,985.77

5903 - PROPERTY ACQUISITION FIRE

IRON AERO MARINE & METALWORKS LTD	VEHICLES CHECK NO. - 00615234	33,920.98
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		33,920.98

5904 - FACILITIES CAPITAL

ATS INLAND NW LLC	OTHER IMPROVEMENTS ACH PMT NO. - 80146525	37,658.05
INTEGRUS ARCHITECTURE PS	PROFESSIONAL SERVICES ACH PMT NO. - 80146451	2,400.00
TOTAL FOR 5904 - FACILITIES CAPITAL		40,058.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6100 - RETIREMENT

ADAM, ALLISON CITY EMPLOYEE# 26827	PER DIEM CHECK NO. - 00615161	189.00
TOTAL FOR 6100 - RETIREMENT		189.00

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80146542	1,058.00
DENNIS HANSEN	SERVICE REIMBURSEMENT ACH PMT NO. - 80146371	6,050.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00615285	5,807.00
FRED L LEAF	SERVICE REIMBURSEMENT CHECK NO. - 00615299	8,981.00
MORGAN STANLEY CAPITAL MANAGEMENT LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80146573	4,500.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80146456	66,370.85
SPOKANE UNITED METHODIST HOME dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00615304	9,760.00
SPOKANE UNITED METHODIST HOME dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSMENT CHECK NO. - 00615304	225.79
SUNSHINE HEALTH FACILITIES INC dba SUNSHINE GARDENS	SERVICE REIMBURSEMENT ACH PMT NO. - 80146506	9,450.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		112,202.64

6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00615337	4,364.00
TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT		4,364.00

6250 - MUNICIPAL COURT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00615337	78,415.31
TOTAL FOR 6250 - MUNICIPAL COURT		78,415.31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80146504	6,954.00
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00615336	6,366.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		13,320.00

6300 - POLICE PENSION

ADVANCED HEARING LLC	SERVICE REIMBURSMENT CHECK NO. - 00615162	226.38
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80146542	1,062.00
EMPRES HOME CARE OF BELLINGHAM LLC	SERVICE REIMBURSEMENT CHECK NO. - 00615163	364.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00615285	6,183.00
JAMES VEITENHEIMER C/O SHARYN THORNE	SERVICE REIMBURSEMENT ACH PMT NO. - 80146517	8,166.00
JAMES VEITENHEIMER C/O SHARYN THORNE	SERVICE REIMBURSMENT ACH PMT NO. - 80146517	4.01
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80146456	48,404.55
RICKY HAYES	SERVICE REIMBURSMENT CHECK NO. - 00615286	208.00
SPOKANE VALLEY MEDICAL INC DBA VALLEY MISSION HOMECARE	SERVICE REIMBURSMENT CHECK NO. - 00615307	607.66
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00615184	9,780.00

TOTAL FOR 6300 - POLICE PENSION		75,005.60

6920 - CLAIMS CLEARING FUND

JP MORGAN COMMERCIAL CARD SOLUTIONS	WARRANTS PAYABLE CHECK NO. - 00615167	1,064,908.64
TOTAL FOR 6920 - CLAIMS CLEARING FUND		1,064,908.64
TOTAL CLAIMS		7,787,852.81

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	11/11/2025
		Clerk's File #	CPR 2025-0003
		Cross Ref #	
Council Meeting Date: 11/17/2025		**Project #**	
Submitting Dept	ACCOUNTING & GRANTS	**Bid #**	
Contact Name/Phone	MATT BOSTON 6028	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ACCOUNTING-PAYROLL THRU 11-8-2025		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: November 8, 2025. Payroll check #579023 through check #579128 $9,984,681.73

Summary (Background)

N/A

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 9,984.681.73	**#** various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	BAIRD, CHRISTI		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

PAYROLL RECAP BY FUND

PAY PERIOD ENDING NOVEMBER 8, 2025

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	13,136.00
0230	CIVIL SERVICE	49,545.60
0260	CITY CLERK	26,155.20
0320	COUNCIL	63,612.80
0330	PUBLIC AFFAIRS / COMMUNICATIONS	34,805.04
0370	ENGINEERING SERVICES	206,565.59
0410	FINANCE	49,573.60
0450	CD/HS DIVISION	10,708.00
0470	HISTORIC PRESERVATION	8,445.60
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	5,424.00
0500	LEGAL	144,981.20
0520	MAYOR	54,973.24
0550	NEIGHBORHOOD SERVICES	16,048.00
05601	MUNICIPAL COURT	131,507.94
0570	OFFICE OF HEARING EXAMINER	7,486.40
0620	HUMAN RESOURCES	44,762.41
0650	PLANNING SERVICES	53,858.31
0680	POLICE	2,500,506.60
0690	PROBATION SERVICES	90,707.65
0700	PUBLIC DEFENDERS	103,547.96
0750	ECONOMIC DEVELOPMENT	16,014.40
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,632,365.54

FUND	FUND NAME	TOTAL
1100	STREET	290,943.73
1200	CODE ENFORCEMENT	85,261.22
1300	LIBRARY	294,215.10
1360	MISC GRANTS	0.00
1380	TRAFFIC CALMING MEASURES	3,615.20
1390	URBAN FORESTRY	3,052.80
1400	PARKS AND RECREATION	400,708.34
1425	AMERICAN RESCUE PLAN	0.00
1460	PARKING METER	39,597.58
1620	PUBLIC SAFETY & JUDICIAL GRANT	16,083.07
1625	PUBLIC SAFETY PERSONNEL	0.00
1680	CD/HS	78,226.81
1910	CRIMINAL JUSTICE ASSISTANCES	0.00
1970	EMS FUND	2,007,826.00
4100	WATER	541,893.39
4250	INTEGRATED CAPITAL FUND	82,232.04
4300	SEWER	713,080.80
4480	REFUSE	776,230.29
4600	GOLF	58,407.34
4700	GENERAL SERVICES FUND	230,830.93
5100	FLEET SERVICE	153,746.53
5200	PUBLIC WORKS & UTILITY FUND	61,646.01
5300	MIS	207,721.80
5400	REPROGRAPHICS	0.00
5500	PURCHASING	32,897.60
5600	ACCOUNTING SERVICES	126,983.57
5700	MY SPOKANE	40,619.93
5750	PROJECT MANAGEMENT OFFICE	26,094.40
5800	RISK MANAGEMENT	6,910.65
5810	WORKER'S COMPENSATION	3,681.60
5830	SELF-FUNDED MEDICAL/DENTAL	6,717.03
5900	ASSET MANAGEMENT	49,418.03
6060	CITY RETIREMENT	13,674.40
	TOTAL	9,984,681.73

MINUTES OF SPOKANE CITY COUNCIL

Monday, October 20, 2025

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:33 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle, Cathcart (appearing virtually), Dillon, Klitzke, Lambdin, and Zappone were present.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Interviews of Nominees to Boards and Commissions**.

BRIEFING ON AGENDA ITEMS
Final Agenda for October 20, 2025
There were no requests for staff to brief agenda items.

Updated Draft Agenda for October 27, 2025
The City Council received briefings from staff on the following agenda items, and Council inquiry and commentary was held, with response by staff:

- Ordinance C36771 (Cost reimbursement from Spokane Regional Emergency Communications) – Jessica Stratton
- Hearing on possible revenue sources for the 2026 Budget – Jessica Stratton
- Resolution 2025-0071 (Approving the purchase of safe speeds signage for neighbors through the Safe Streets for All Fund) – Jackson Deese
- Resolution 2025-0090 (Setting the Assessment Roll Hearing before City Council for the Downtown Parking and Business Improvement Area) – Amanda Beck
- Resolution 2025-0091 (Setting the Assessment Roll Hearing before City Council for the East Sprague Parking and Business Improvement Area) – Amanda Beck
- Ordinance C36752 (Concerning adoption of public rules) – Chris Wright
- Ordinance C36784 (Adopting the Hillyard Subarea Plan) – Tim Thompson & Spencer Gardner
- Hearing on vacation of the alley between Central Avenue and Columbia Avenue – Eldon Brown

Draft Agenda for November 3, 2025
The City Council received briefings from staff on the following agenda items, and Council inquiry and commentary was held, with response by staff:

- Ordinance C36773 (Relating to modernization of Title 17 of the Spokane Municipal Code) – Tim Thompson
- Ordinance C35945 (Relating to vacation of the north half of Rosewood Avenue between the east line of Helena Street) – Eldon Brown
- Ordinance C36772 (Updating the Annual City of Spokane property tax levy for 2026) – Jessica Stratton
- Beginning Hearing on 2026 Mid-Biennium Modification Budget – Jesscia Stratton
- Ordinance C36768 (Relating to emergency management) –Adam McDaniel
- Hearing on Continuation of Hearing on Vacation of Cedar Street – Eldon Brown

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS
October 20, 2025, Final Agenda
First Reading Ordinance C36752 (First Reading deferred as amended from October 6, 2025, Agenda, to October 20, 2025, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to this agenda.) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Motion by Council Member Bingle, seconded by Council Member Klitzke, **to defer** First Reading Ordinance C36752 (concerning adoption of public rules) until November 3, 2025, for first reading; **carried 7-0.**

Hearings Item H1. - Resolution 2025-0080 (Council Sponsors: Council Members Bingle and Cathcart)
Motion by Council Member Bingle, seconded by Council Member Klitzke and Cathcart, **to defer** Hearings Item H1., Resolution 2025-0080 (recognizing the Hillyard Subarea Plan as the coordinated framework and community vision for guiding future growth, economic development, and investment in the Hillyard area) until October 27, 2025; **carried 7-0.**

October 27, 2025, Updated Draft Agenda
Special Budget Ordinance C36771 (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Motion by Council Member Dillon, seconded by Council Member Klitzke, **to suspend** the Council Rules for the purposes of the Dillon proposed amendment of Special Budget Ordinance C36711; **carried 7-0.**

Motion by Council Member Dillon, seconded by Council Member Lambdin, **to adopt** the Dillon Proposed Amendment, without automatic deferral, to Special Budget Ordinance C36771 [to record cost reimbursement from Spokane Regional Emergency Communications (SREC)] (filed October 9, 2025); **carried 7-0.**

Emergency Ordinance C36774 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Motion by Council Member Dillon, seconded by Council Member Zappone, **to suspend** Council Rules for purposes of adding just Emergency Ordinance C36774—relating to City Council employees—to October 27, 2025, Agenda; **carried 7-0.**

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to suspend** Council Rules and amend, without automatic deferral, just Emergency Ordinance C36774—relating to City Council employees—to adopt the Cathcart Proposed Amendment (filed October 17, 2025); **carried 7-0.**

First Reading Ordinance C36784 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Motion by Council Member Bingle, seconded by Council Member Klitzke, **to suspend** Council Rules and add just Ordinance C36784 (adopting the Hillyard Subarea Plan) for first reading on October 27, 2025, and Final Reading on November 3, 2025; **carried 7-0.**

November 3, 2025, Draft Agenda

There were no considerations of amendments or deferrals for the November 3, 2025, Draft Agenda.

Swapping Meeting Days for October F&A and November Public Safety Committees

Motion by Council Member Dillon, seconded by Council Member Lambdin, **to suspend** the rules to swap the October F&A committee meeting with the November Public Safety committee meeting (moving the October 27 F&A committee to November 3 at 12:00 p.m. and to move the November 3 Public Safety committee meeting to October 27 at 12:00 p.m.); **carried 7-0.**

Budget Amendment Adoption

Motion by Council Member Cathcart, seconded by Council Member Dillon, **to suspend** Council Rules to (1) allow all proposed amendments to the biennial budget to be considered and adopted by a simple majority vote if circulated no later than noon on the Friday prior to final consideration of the biennial budget and (2) to allow such amendments to be adopted without deferral of final action; **carried 7-0.**

Action to Approve Agendas

The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Dillon, seconded by Council Member Bingle, **to approve** the October 20, 2025, Final Agenda, as amended, October 27, 2025, Updated Draft Agenda, as amended, and November 3, 2025, Draft Agneda; **carried 7-0.**

Council Recess/Executive Session
The City Council recessed at 4:14 p.m. No executive session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle, Cathcart (appearing virtually), Dillon, Klitzke, Lambdin, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Proclamations and Salutations.**

There were no **Reports from Community Organizations.**

There was no **Poetry at the Podium.**

ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND AFFIARS OF THE CITY
Mayor Lisa Brown presented the Annual Mayoral Statement of the Conditions and Affairs of the City. See attachment to these minutes.

BOARDS AND COMMISSIONS APPOINTMENTS
Appointments and Reappointments to Spokane County Hotel and Motel TPA Commission (CPR 2004-0017), Plan Commission (CPR 1981-0295), Bicycle Advisory Board (CPR 1992-0059), and Transportation Commission (CPR 2024-0029)

Upon 7-0 Voice Vote, the City Council **approved** (and thereby confirmed) the following appointments and reappointments:

- Dean Feldmeier to the Spokane County Hotel and Motel TPA Commission for a three-year term, from January 1, 2024, to January 1, 2027.
- Dan Zimmerer to the Spokane County Hotel and Motel TPA Commission for a three-year term, from January 1, 2025, to January 1, 2028.
- Kyle Madsen to the Plan Commission for a four-year term, from October 20, 2025, to October 20, 2029.
- Olga Lucia Herrera to the Bicycle Advisory Board for a three-year term, from October 20, 2025, to October 20, 2028.
- Grant Shipley to the Transportation commission as the member representing City Council District 2 for a two-year term, from October 7, 2025, to October 7, 2027.
- Dylan Jouliot to the Transportation Commission as the member of the Commission with expertise with the City parking system and multiple modes of transportation in the City of Spokane for a two-year term, from October 7, 2025, to October 7, 2027.

CONSENT AGENDA

After public commentary and an opportunity for Council commentary, with none provided, the following action was taken:

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Set public hearing for October 27, 2025, on possible revenue sources for the 2026 Budget. (FIN 2025-0001) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Set public hearing for November 17, 2025, for the Citywide Capital Improvement Program 2026-2031. The first reading of the CIP ordinance will be held on November 10, 2025, at which time public testimony will also be taken. (FIN 2025-0001) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Set public hearings for November 3 and November 10, 2025, for review of the 2026 Mid-Biennium Modification Budget. (FIN 2025-0001) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Amendment to Value Blanket with ATS Inland Northwest, LLC (Spokane Valley, WA) for the standardized purchase of HVAC equipment and controls upgrades for the Wastewater Treatment Plant and MLK Community Center–additional $200,000. (OPR 2023-0978 / ITB 5953-23) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Amendment to Master Installation Contract with ATS Inland Northwest, LLC (Spokane Valley, WA) for the replacement of HVAC equipment and full controls upgrades at the Wastewater Treatment Plant and MLK Community Center—additional amount up to $1,000,000 (plus tax). (OPR 2023-0979) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Contract Amendment with Integrus Architecture (Spokane) for Water Department Main Campus Office Renovation Reconstruction Design and Construction Management Services from October 20, 2025, through October 31, 2026—additional amount not to exceed $236,357 (plus tax). (OPR 2023-1224 / RFQ 5873-23) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Contract with Triumph Electric, LLC (Spokane) for generator purchase and installation with removal and disposal of existing generator at City Hall from October 15, 2025, through June 30, 2026—$140,669 (plus tax), plus 10% contingency amount. Total: $153,469.88 (plus tax). (OPR 2025-0701 / PW ITB 6408-25) (Council Sponsors: Council Members Dillon and Cathcart)

Master Preventative Maintenance Agreement with TK Elevator Corporation (Spokane Valley, WA) for elevator and escalator maintenance at various City facilities from July 1, 2025, through December 31, 2026—not to exceed $83,700 (plus tax). (OPR 2025-0702) (Council Sponsors: Council Members Dillon and Cathcart)

Public Works Agreement with DSI Construction, Inc. (Spokane) for Spokane Water Department Door/Wall Project from October 20, 2025, through September 30, 2026—not to exceed $164,890 (plus tax). (OPR 2025-0703) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through October 3, 2025, total $9,738,547.21 (Check Nos.: 614446-614613; Credit Card Nos.: 002213-002248 ACH Payment Nos.: 145341-145532, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $9,397,438.58. (CPR 2025-0002)

b. Claims and payments of previously approved obligations, including those of Parks and Library, through October 10, 2025, total $4,892,394.96 (Check Nos.: 614614-614719; Credit Cart Nos: 002249-002277; ACH Payment Nos.: 145533-

145716), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $4,545,558.35. (CPR 2025-0002)

c. Payroll claims of previously approved obligations through October 11, 2025: $10,162,707.12 (Payroll Check Nos.: 578797-578910). (CPR 2025-0003)

Minutes:

a. City Council Meeting Minutes: September 22, September 29, and October 14, 2025. (CPR 2025-0013)

b. City Council Town Hall Meeting Minutes: September 29, 2025. (CPR 2025-0013)

c. City Council Finance and Administration Standing Committee Meeting Minutes: June 23, August 25, and September 22, 2025. (CPR 2025-0015)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

Special Budget Ordinance C36767 (Council Sponsors: Council Members Dillon and Cathcart)

After an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36767** amending Ordinance No. C36626 passed by the City Council December 9, 2024, and entitled in part "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to pay off the Golf Series 2018 SILP Loan, and declaring an emergency.

Ayes:	Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos:	None
Abstain:	None
Absent:	None

EMERGENCY ORDINANCE

Emergency Ordinance C36764 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

After public commentary and an opportunity for Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Emergency Ordinance C36764** of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the principal amount of not to exceed $340,000 to provide funds to refund the City's Outstanding Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge–Taxable); fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, declaring an emergency, and providing for other matters properly relating thereto.

Ayes:	Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos:	None
Abstain:	None
Absent:	None

RESOLUTIONS

Resolution 2025-0083 (Council Sponsors: Council Members Dillon and Zappone)
After public and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0083** approving the City of Spokane's 2025-2026 federal priorities.

Ayes:	Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos:	None
Abstain:	None
Absent:	None

Resolution 2025-0084 (Council Sponsors: Council Members Zappone and Klitzke)
After public and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **adopted Resolution 2025-0084** relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

Ayes:	Bingle, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos:	Cathcart
Abstain:	None
Absent:	None

Resolution 2025-0085 (Council Sponsors: Council Members Bingle and Dillon)
After an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0085** setting hearing before City Council for November 17, 2025, for the vacation of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street, as requested by owners having an interest in real estate abutting the right-of-way.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2025-0086 (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
After public and Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote, the City Council **adopted Resolution 2025-0086** of the City of Spokane authorizing the amendment of the City of Spokane's administrative policy and procedure titled "Investments."

Ayes: Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: Bingle and Cathcart
Abstain: None
Absent: None

Resolution 2025-0087 (Council Sponsors: Council President Wilkerson and Council Member Dillon)
After public testimony and an opportunity for Council commentary, with none provided, the following action was taken:

Upon 5-2 Roll Call Vote, the City Council **adopted Resolution 2025-0087** of the City of Spokane establishing underwriting guidelines for the Spokane internal lending program.

Ayes: Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: Bingle and Cathcart
Abstain: None
Absent: None

Resolution 2025-0088 (Council Sponsors: Council President Wilkerson and Council Member Dillon)
After public commentary and an opportunity for Council commentary, with none provided, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **adopted Resolution 2025-0088** of the City of Spokane, Washington, providing for the issuance and sale of

certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed $6,611,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

Ayes: Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: Bingle
Abstain: None
Absent: None

Resolution 2025-0089 (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0089** approving the appointment of Trace Bradburn as Director of Solid Waste for the City of Spokane.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2025-0077 (Deferred as amended from October 6, 2025, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
After public and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0077** (as amended) regarding amendment of the City of Spokane Water and Hydroelectric – Rules and Regulations of Water System Installations.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2025-0078 (Deferred as amended from October 6, 2025, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
After an opportunity for public and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0078** (as amended) regarding the adoption of a Public Rule for the Wastewater Management Department for Side Sewer Installation Handbook.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

For Council action on Resolution 2025-0080, see section of minutes under 3:30 p.m. Agenda Review Session.

FINAL READING ORDINANCES

Final Reading Ordinance C36732 (First Reading deferred as amended from September 22, 2025, Agenda, to October 6, 2025, Agenda, during September 15, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to this Agenda) (Council Sponsors: Council Members Zappone and Dillon)

After an opportunity for public commentary, with none provided, and Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote, the City Council **passed Final Reading Ordinance C36732** (as amended) renaming the "Housing Local Sales Fund" to the "HEART Fund," adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 of the Spokane Municipal Code.

Ayes: Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: Bingle and Cathcart
Abstain: None
Absent: None

Final Reading Ordinance C36733 (First Reading deferred as amended from September 22, 2025, Agenda, to October 6, 2025, Agenda, during September 15, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to this Agenda) (Council Sponsors: Council Members Zappone and Dillon)

After public and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **passed Final Reading Ordinance C36733** (as amended) establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

Ayes: Bingle, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone

Nos: Cathcart
Abstain: None
Absent: None

Final Reading Ordinance C36751 (First Reading held September 8, 2025) (Council Sponsors: Council Members Klitzke and Cathcart)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36751** granting Marathon Pipe Line LLC, a limited liability company chartered in the state of Delaware, the nonexclusive right, privilege, authority and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Final Reading Ordinance C36753 (Council Sponsors: Council Members Lambdin and Zappone)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36753** making technical corrections to Chapters 08.02, 10.29, 12.01, 12.02, 13.03 of the Spokane Municipal Code, and technical corrections to Titles 17A, 17C, 17D, 17F and 17G of the Spokane Municipal Code.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Lambdin, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

FIRST READING ORDINANCES
The following Ordinances were read for the first time, with further action deferred. Public testimony was received on the First Reading Ordinances.

ORD C36765 Relating to City of Spokane employee retirement provisions, and amending Sections 03.05.210 and 03.05.260 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Bingle)

ORD C36766 Relating to solid waste SMC sections 13.02.0568, 13.02.0560 and adopting new section 13.02.564 to chapter 13.02; of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

For Council action on First Reading Ordinance C36752, see section of minutes under 3:30 p.m. Agenda Review Session.

There were no **Special Considerations.**

HEARINGS

For Council action on Hearing Item H1., see section of minutes under 3:30 p.m. Agenda Review Session.

[The City Clerk left the meeting at 7:35 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by the City Council Office for the minutes.]

(Council Member Cathcart left the meeting at 7:36 p.m.)

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Brad Barnett
- Christine Quinn
- Earl Moore
- Greg Sharkey
- Greg Thomas
- Larry Andrews II
- Rick Bocook
- Sunshine Wigen
- Will Hulings
- Will Quinn

ADJOURNMENT
Motion by Council Member Dillon, seconded by Council Member Klitzke, **to adjourn**; **carried.**

There being no further business to come before the City Council, the meeting adjourned at 7:58 p.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the November 12, 2025, issue of the *Official Gazette*.

Approved by Spokane City Council on _____, 2025.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri Pfister
City Clerk

Annual Mayoral Statement of Conditions and Affairs

2025

Good evening, Council President Wilkerson, members of the City Council, and community members joining us here at City Hall and at home.

Tonight, during my second annual Statement of Conditions and Affairs, I want to reflect on the progress we have made over the past year and share what lies ahead as we continue building a healthier, safer, and stronger Spokane.

A Spokane region originally inhabited by the Spokane Tribe and other tribes, and where currently, thousands of urban natives from 300 unique Indigenous tribes reside.

A Spokane of multi-generational families of Irish, Italian, and German heritage.

A Spokane that is now home to those who came as refugees or immigrants… pursuing the American dream or escaping political or economic turmoil - from Afghanistan, Haiti, and Ukraine.

A Spokane of recently arrived residents. With most coming from Idaho, California and Arizona.

We are a city of 230,000 residents and a city that spans 69 square miles – which is geographically larger than San Francisco. Our city is home to more than 90 parks and conservation areas (and I have now visited every one), and is made whole by our 29 unique neighborhoods.

We are a city whose services are provided by 2,200 dedicated city employees.

Every day, they make sure that clean water flows into your house and treat the 10.4 BILLION gallons of wastewater that flows out, all while protecting the river and the aquifer.

They maintain and plow 2,100 miles of streets. They take away 34 million pounds of recycling, 40 million pounds of organics, and collect a total of 254 million pounds of refuse each year.

They answer your calls for help, putting their own lives at risk for our collective safety.

So far this year, police have responded to 196,000 calls for service. Our firefighters have responded to 44,000 calls.

And in those non-emergency situations, 311 is there to help, having answered nearly 120,000 calls and 13,000 online reports for city services so far this year.

City employees investigate nuisance properties, pick up illegally dumped garbage, and clean up graffiti. They plan for the 1,000 new residents moving to Spokane each year, record these meetings so the public has access, and fulfill public records requests.

They maintain the best park system and most innovative library system for a city our size.

Did you know you can rent out not just books, but tools and you can get tickets to the theater or to a professional soccer game in our awesome downtown stadium? Starting this week, people from

across Spokane can visit the library to rent out kits full of signs and barricades so they can host their own neighborhood block party.

All of these services are provided by a team that represents less than 1% of our population. And during tough budgets, like we have now, they are on the front lines as we work together to figure out how to maintain quality services with fewer resources.

Council President, would you allow us to show our appreciation to them?

As we know from our work together over the last several months, another deficit has emerged in our General Fund.

Last year at this time, we faced a $25 million deficit. Through tough decisions and doing more with less, you voted for a balanced two-year budget.

But low consumer confidence as a result of federal uncertainty and tariffs has resulted in lower spending and flat sales tax revenue, not just here, but across the state and the nation. In addition, we continue to face rising costs for the products the city purchases, just like households across Spokane.

Closing this $13 million deficit is challenging, but I believe we can do it while minimizing impacts to both the services our residents rely on and the staff who deliver those services.

As I have said repeatedly over the last few months, we will address our budget while keeping community safety at the forefront.

Last year at this time, Spokanites in 28 of 29 neighborhoods voted to support our community safety sales tax. And in the past year, we have made good on the promises we made.

We brought back the Fire Academy and are making the much-needed capital investments our Fire Department was forced to delay for years.

We have brought back the neighborhood resource officer program, with three officers on the job, a fourth starting in January, and plans in process to bring that total up to seven.

The traffic unit is back in action with new motorcycles.

We have the lowest vacancy rate in the Spokane Police Department that we have had in a decade, and we anticipate having all authorized, commissioned positions filled by May of 2026.

We've sustained critical programs in our courts and invested in the Office of the Police Ombuds.

We can build back our reserves and return to a place of fiscal responsibility while expanding and investing in the proven community safety measures our community wants and deserves.

That work builds on the progress of the past two years, which have been focused on overhauling systems that were not only wasteful uses of taxpayer resources, but provided poor outcomes.

A year ago this month, we closed the Trent Resource and Assistance Center. I will remind you that the City was paying $1 million per month to fund that shelter, while only seeing roughly 1 in 10 people exit to permanent housing.

With your help, Council, we launched our navigation center and scattered site shelters, using a model that had proven successful in other cities, including Houston.

And we are seeing that success here. More than 40 percent of people utilizing the navigation center place directly into permanent housing.

When I came into office, there was no inclement weather plan, despite us dealing with frigid temperatures every winter, and heat and smoke each summer. We've tripled our investments in inclement weather sheltering and our 2026 plan has been ready since July.

In the first 10 days of our new coordinated street outreach program, 100 encampments – each with people present – were closed. And the majority of those present accepted services and were taken to our navigation center, scattered sites or other shelter.

Our navigation center now provides day services and is place where people in need of help can receive housing placement, employment services, access to primary care, mental health care, and addiction treatment.

The opioid crisis has taken too big a toll on our region, too many families mourning a loved one, but we are making progress there, too. But let me be clear – the city is not a health care provider and we are not funded to address the public health crisis of opioid addiction.

That responsibility and funding in Washington state is held by the Spokane Regional Health District and Spokane County. The mental

health sales tax we all pay as county residents also is appropriated by Spokane County. We have some good partnerships underway with them, but I call on them to act with urgency to address the behavioral health and substance use disorder treatment gap.

A region our size with our high incidence of addiction related fatalities and near fatalities, should have 24 hour availability of medication assisted treatment.

The city does have opioid settlement funds because of the lawsuits filed against the opioid manufacturers by our attorney general. Thank you, City Council, for investing those funds in best practices – mobile crisis response teams , sobering beds, and the high utilizer program, which had ceased to operate in the last administration.

This program identifies individuals cycling from the street through emergency rooms, shelters, the criminal justice system and uses a coordinated approach to navigate them off the streets and out of the costly cycle

We have partnered with Spokane County to fund Maddie's Place to expand access to medication assisted treatment and to expand co-responder teams in the Fire Department.

Together, the city and the county asked the federal government – if they ever pass a budget – to help fund our mobile assistance and response teams so we can provide 24/7 service to those in crisis.

The City has an important role to play on disrupting illegal drug supply. Thank you, Council, for agreeing to fund a special US Attorney to prosecute opioid purveyors and traffickers… to our co-responder teams in both police and fire…and thank you to law

enforcement officers who participate in special multi-jurisdictional units to investigate and arrest drug purveyors.

People are also justifiably upset about open drug use on our streets. So far this year Spokane Police officers have made nearly 700 arrests for drug offenses, including trafficking and possession, and with two thirds of these occurring downtown.

With the changes we have proposed and I anticipate Council passing, to the city – wide camping and obstruction ordinance, officers will have more discretion to issue citations to those who resist connections to service or who are encountered frequently in violation of the ordinance.

While we are talking about crimes that happen in public space, we also need to recognize that many occur behind closed doors. October is Domestic Violence Action Month, and although reported cases are down 9 percent from last year, domestic violence remains a serious issue in our community that deserves continued attention and action.

That's why I'm supporting the Safe and Healthy Spokane Regional Task Force that is developing recommendations on how to improve our criminal justice system both in terms of facilities but also in terms of effective programming especially at the intersection of detention facilities and the court system with behavioral health and substance use disorder.

Council President, Council Member Cathcart and I are serving on an electeds committee committed to informing, receiving and hopefully implementing the task force recommendations – the task

force table was set carefully with providers of services, private sector interests that want to see better outcomes and people with lived experience – those recommendation are due in the spring.

When it comes to clean and safe, I hear often people compare Spokane to Houston and Boise, but there is a difference in what those cities experience and what we are seeing here.

In those cities, the private sector stepped in to help. In Houston, the oil industry poured millions into building housing. Micron is contributing $1 million to the City of Boise's Supportive Housing Investment Fund to fund supportive services for the unhoused.

Here in Spokane, we do not have single organization or industry stepping up with millions. But what we do have is dozens of faith communities, non-profits, and healthcare partners investing in solutions.

Knox Presbyterian Church, Morning Star Baptist Church, and Westminster United Church of Christ are sheltering our most vulnerable.

Dignified Work Day is providing employment opportunities to unhoused people who are ready to work. And they have a waitlist that is 500 people long. 500 people who want to work.

Excelsior Wellness is building an intergenerational living community and just last week, Hayden Homes gave the opportunity of home ownership to a deserving local family.

We have some amazing work being done here, but we need more.

Spokane is – and always has been – the economic heart of our region. People come here to work, to learn, to see their health care providers, or a play , to shop at premier retail locations and very cool small businesses, to eat amazing food or partake in a craft beverage, to run, play hoops, or walk or ride their bike along the greatest river gorge and falls in the middle of a city in the country.

Our hospitals and clinics are the healthcare hub for communities across eastern Washington, north Idaho, and even western Montana. Our universities and trade programs are training the next generation of the workforce including the doctors, dentists, pharmacists, nurses and other health care professionals that will care for all of us Our arts, sports, and entertainment venues bring people together and fuel our local economy.

Our school district and parks department have created an innovative shared set of projects that will, if voters approve the two measures on the ballot, renovate restrooms in every park expand educational and recreational opportunities in every neighborhood

But as we grow, we face the same challenges that come with success. We need more housing that people can afford. We need better-paying jobs that give people a path to stability. And we need more continued investment in economic development so we can keep leading the region forward.

And the city has a role to play.

We have passed bipartisan housing reform and are again on track to set even more permitting records despite the challenges of inflation, interest rates, and energy retrofits.

Our goal is to create 22,000 more housing units in the city by 2046. We specifically are working on more market rate housing downtown, and more tree canopy and bike and pedestrian safety for every neighborhood.

Through ARPA grants, we have helped small businesses improve lighting and storefronts. Small improvements add up to big impacts and make our community, safer, brighter and more inviting.

Neighborhoods have prioritized Community development block grant investments in infrastructure and traffic safety improvements.

The new Hillyard Creative District is a powerful example of how Spokane's creative economy is taking root and expanding. Northeast Spokane is now a place where artists and makers can collaborate and tell Spokane's story in new and exciting ways.

Our role at the city is also to be the convener - so partners from every sector, business, education, nonprofit – come to the table with us.

Spokane's strength has always been its people. Together, we can make sure that the opportunities growing here stay here. As we look to the year ahead, challenges remain… but we are ready. With collaboration, careful planning, and a shared vision, I know we can continue building a Spokane that is stronger and safer for everyone who calls it home.

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	OPR 2025-0748
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	KIRSTIN DAVIS 509-625-7773
Contact E-Mail	KDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	STORMWATER EDUCATION GROSS GRANT CONSENT REQUEST

Agenda Wording

Stormwater Department is requesting consent to accept $250,475 in funding from Washington State Department of Ecology for the Grants for Regional or Statewide Significance (GROSS) for a stormwater education and outreach project in collaboration with City of Spokane Valley and Spokane County for Eastern Washington communities with NPDES Permit II requirements. This funding is required to be used by June 30, 2027.

Summary (Background)

City of Spokane Wastewater Department submitted an application to the Department of Ecology for the Grants for Regional and Statewide Significance (GROSS) program in October 2024. The proposed Spokane Regional Stormwater Stewardship Campaign is a strategic and collaborative public education and outreach campaign aimed at educating Eastern Washington communities and affecting behavior change by cultivating personal investment in the management of stormwater. The campaign will be cooperatively implemented by the City of Spokane, City of Spokane Valley, and Spokane County, and will consist of public education and outreach. The proposed campaign will directly satisfy the conditions of Section S5.B.1 - Public Education and Outreach, of the Eastern Washington Phase II Municipal Stormwater Permit, and will be cooperatively implemented by the City of Spokane with organizational support from City of Spokane Valley and Spokane County. The purpose of the project is to develop and implement an education and outreach toolkit through strong grassroots, establish community investment in the management of stormwater by developing a strong grassroots understanding of stormwater fundamentals, the function and importance of Best Management Practices (BMPs), and the BMP maintenance responsibilities of private property and business owners through the use of messaging delivered in a variety of ways from various sources to increase frequency and improve authenticity. Improving the awareness of the opportunities for the community to participate with stormwater management, messaging will focus on the source, property owner opportunities and responsibilities, and the bene?ts that stormwater stewardship. Ecology has agreed to fund the City of Spokane's grant application WQSWGRS-2123-Spokan-00075 at 100% and without a match requirement to develop and implement a regional Stormwater Education program for communities with a NPDES Permit II.

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?

Community toolkit development will use the Climate Risk and Vulnerability Assessment, Climate Commitment Act requirements, and City language access ordinance.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This project aligns with the current update to the City's Comprehensive Plan Update and will provide a roadmap for other regional communities.

Council Subcommittee Review

This has not been brought forward to the Climate Resilience and Sustainability Board yet, because it did not exist when the grant was submitted. The Climate Resilience and Sustainability Board will serve as the Advisory group to the project.

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Grant admin will be provided by public works staff. Technical advisement will be a cooperative effort between City, Valley, and County. Funding will be used for creative consulting and paid communications services.

Amount		Budget Account
Revenue	$ 250,475.00	# 4330 98817 99999 33431 99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	ACCOUNTING -	BAIRD, CHRISTI
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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Tax & Licenses	mfeist@spokanecity.org
kdavis@spokanecity.org	eschoedel@spokanecity.org
rhulvey@spokanecity.org	mmarroquin@spokanecity.org

Agreement No. WQC-2026-Spokan-00421

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Spokane Regional Grassroots Stormwater Stewardship Campaign
Total Cost:	$250,475.00
Total Eligible Cost:	$250,475.00
Ecology Share:	$250,475.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Stormwater Activity

Project Short Description:

The RECIPIENT, in partnership with the City of Spokane Valley and Spokane County , will carry out a collaborative public education and outreach campaign. This project will improve community understanding of stormwater fundamentals, highlight the importance of Best Management Practices (BMPs), and increase awareness of BMP maintenance responsibilities among private property and business owners across Eastern Washington National Pollutant Discharge Elimination System (NPDES) Phase II permittees.

Project Long Description:

This project will support public education and outreach efforts for the Eastern Washington National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater permittees. The RECIPIENT, in collaboration with the City of Spokane Valley and Spokane County, will develop and implement a Regional Stormwater Public Education and Outreach Campaign that aligns with the education and outreach requirements described in the Eastern Washington Municipal Stormwater General Permit. The project will include content branding, messaging, and development, with an emphasis on accessibility, language access, and environmental justice principles. The RECIPIENT will also develop a resource and information toolkit with multilingual,

accessible educational materials and engagement tools to support residential and commercial outreach on stormwater-related issues.
The campaign's educational framework will have three key components :
1) Public Awareness: Introduce basic concepts such as stormwater system functions, pollution prevention (i.e., Stormwater 101), and key topics like illicit discharges and swale maintenance. Target audience: residents unfamiliar with stormwater systems or their connection to water quality.
2) Building Capacity: Build on foundational knowledge by introducing BMPs, supporting compliance-focused actions, and providing practical guidance for implementing stormwater solutions. Target audience: homeowners and property owners near water bodies (e.g., Spokane River, Little Spokane River, Saltese Flats, James T. Slavin, Polly Judd, and others), outdoor recreation enthusiasts and contractors involved in construction and education.
3) Behavior Change and Action : Promote pollution prevention behaviors and encourage direct action. Particularly, how to engage with property owners, residents including overburdened community members, and relevant businesses on stormwater management and BMP maintenance. Additionally, identify ways to track behavior change within these audiences.
To shape campaign priorities, the RECIPIENT will form a Steering Committee that includes project partners, municipal permittees, and the RECIPIENT's Climate Resilience and Sustainability Board. Steering committee members will contribute subject matter expertise and insights into the current state of stormwater management and education, available resources, shared assets, existing challenges, and emerging needs.
The RECIPIENT will also raise public awareness of opportunities for community involvement in stormwater stewardship. Messaging will focus on pollution sources, the responsibilities of property owners, and the collective benefits of proactive stormwater management.

Overall Goal:
This project will support the implementation of the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permits.

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RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Lorena Croucher Associate Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: lcroucher@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kathleen Keck Senior Accountant 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kkeck@spokanecity.org Phone: (509) 625-6075
Authorized Signatory	Marlene C Feist Public Works Director 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mfeist@spokanecity.org Phone: (509) 625-6310

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sarah Ponte PO Box 47600 Olympia, Washington 98504-7600 Email: SPON461@ecy.wa.gov Phone: (564) 669-4701
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

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SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
* Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $0.00

Task Title: Steering Committee

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will create a Project Charter to establish roles, responsibilities, and expectations for project development and implementation.

B. The RECIPIENT will identify members for a Steering Committee to guide the development and implementation of the Regional Stormwater Public Education and Outreach Campaign.

C. The RECIPIENT will convene the Steering Committee periodically throughout the project to obtain feedback on the Regional Stormwater Public Education and Outreach Campaign. The RECIPIENT will produce meeting summaries to include a list of participants, project progress, and other relevant action items.

Task Goal Statement:
The RECIPIENT will form and convene a Steering Committee to obtain feedback on the Regional Stormwater Public Education and Outreach Campaign.

Task Expected Outcome:
The RECIPIENT will incorporate feedback from the Steering Committee on the Regional Stormwater Public Education and Outreach Campaign. The committee will contribute subject matter expertise and insights into the current state of stormwater management and education, available resources, shared assets, existing challenges, and emerging needs.

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Steering Committee

Deliverables

Number	Description	Due Date
2.1	Project Charter establishing roles, responsibilities, and expectations for project development and implementation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Steering Committee meeting summaries to include a list of participants, project progress, and other relevant action items. Upload to EAGL and notify ECOLOGY when upload is complete.	

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SCOPE OF WORK

Task Number: 3 **Task Cost:** $150,475.00

Task Title: Campaign Development

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop a Regional Stormwater Public Education and Outreach Campaign Plan. At a minimum, the campaign plan will :
a. Identify stormwater topics , including:
i. Stormwater system basics and pollution prevention (“Stormwater 101”)
ii. Illicit discharges and maintenance considerations
iii. Property owner responsibilities and permitting considerations
iv. Community actions and involvement opportunities
b. Establish campaign goals, messaging strategies, delivery channels, and a schedule for implementation
c. Incorporate language access, accessibility, and environmental justice principles

B. The RECIPIENT will prepare a Regional Communications Plan. At a minimum, the plan will:
a. Identify platforms and communication channels (e.g., social media and community events)
b. Outline a process for partner coordination and material review/approval

C. The RECIPIENT will develop a Resource and Information Toolkit for Eastern Washington NPDES Phase II permittees . At a minimum, the toolkit will include:
a. A residential and commercial stormwater outreach guide
b. Graphics, images, infographics, and materials that meet web accessibility standards
c. Language-accessible materials provided in English, Spanish, Arabic, Russian, and Vietnamese, with additional languages based on regional community demographics

D. The RECIPIENT will ensure that outreach materials are translated into appropriate languages based on geographic and demographic needs.

Task Goal Statement:
The RECIPIENT will complete all campaign development deliverables in a timely manner.

Task Expected Outcome:
The project will produce a regional stormwater outreach campaign plan, a regional communications plan, and a long-term educational toolkit, with all materials made accessible in multiple languages to reach diverse communities across the region.

Campaign Development

Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for campaign development). The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Regional Stormwater Public Education and Outreach Campaign Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Regional Communications Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Draft Resource and Information Toolkit. Upload to EAGL and notify Ecology when upload is complete.	
3.5	Final Resource and Information Toolkit. Upload to EAGL and notify Ecology when upload is complete.	

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SCOPE OF WORK

Task Number: 4 **Task Cost:** $100,000.00

Task Title: Campaign Implementation

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will implement the agreed-upon Regional Stormwater Public Education and Outreach Campaign Plan and the Regional Communications Plan.

B. The RECIPIENT will develop a campaign website and ensure media is deployed strategically.

C. The RECIPIENT will monitor and report on campaign performance to evaluate the campaign's reach and effectiveness, using the results to refine and adapt outreach activities.

Task Goal Statement:
The RECIPIENT will deliver the Regional Stormwater Public Education and Outreach Campaign that effectively engages key audiences with stormwater messaging.

Task Expected Outcome:
The project will result in a public-facing campaign website and analytics to evaluate performance and guide communication strategies. These deliverables will improve public understanding of stormwater issues, promote behavior change, and support consistent messaging among Eastern Washington NPDES Phase II permittees.

Campaign Implementation

Deliverables

Number	Description	Due Date
4.1	Campaign website URL and screenshot of key features. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Analytics reports and summary of outreach performance, including any adjustments made to improve public reach and engagement. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** $0.00

Task Title: Project Close Out

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
* Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out

Deliverables

Number	Description	Due Date
5.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

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BUDGET

Funding Distribution EG260334

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2025-27 GROSS
Funding Type: Grant
Funding Effective Date: 07/01/2025
Funding Expiration Date: 06/30/2027

Funding Source:

Title: GROSS-SFY26

Fund: FD
Type: State
Funding Source %: 100%
Description: The Municipal Stormwater Grants of Regional or Statewide Significance (GROSS) program provides financial assistance to support implementation of the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permits statewide or across a region.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

2025-27 GROSS	Task Total
Grant and Loan Administration	$ 0.00
Steering Committee	$ 0.00
Campaign Development	$ 150,475.00
Campaign Implementation	$ 100,000.00
Project Close Out	$ 0.00
Total:	**$ 250,475.00**

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-27 GROSS	0.00 %	$ 0.00	$ 250,475.00	$ 250,475.00
Total		**$ 0.00**	**$ 250,475.00**	**$ 250,475.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023) 2.00

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of

solving a water quality problem as described in Chapter 173-98-730 WAC.
“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.
“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
“Effective Date” means the earliest date on which eligible costs may be incurred.
“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.
“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.
“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.
“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.
“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.
“Expiration Date” means the latest date on which eligible costs may be incurred.
“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.
“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.
“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.
“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.
“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)
“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.
“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.
“Loan Term” means the repayment period of the loan.
“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concreate; glass, including optical fiber; and lumber.
“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the Untied States.
“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.
“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.
“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.
“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
“Project” means the project described in this agreement.
“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.
“Project Schedule” means that schedule for the project specified in the agreement.
“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.
“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
“Scope of Work” means the tasks and activities constituting the project.
“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.
“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"Unique Entity Identity Identifier (UEI)" means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.
SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."
B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.
Documentation Options:
1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment

of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State’s Office of Financial Management’s Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY’s project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the

news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this

agreement: (Applies to Section 319 funded projects only)
"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)
SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)
A. Acquisitions: RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.
C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.
D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim).
E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.
RECPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal

requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.
EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.
Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.
F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency’s Program for Utilization of Small, Minority, and Women’s Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.
Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:
1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in

paragraphs 1 through 5 above.
The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.
Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.
This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.
The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).
In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.
The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at https://sam.gov/.
The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/
K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.
L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.
SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:
1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.
A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall

take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.
B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.
E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.
G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
(i) the execution of this agreement; or
(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the

loan, unless terminated earlier according to the provisions herein.
When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.
The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.
J. Loan Repayment:
Sources of Loan Repayment
1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.
In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.
5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.
If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:
(i) The Loan Amount with interest
(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.
Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.
7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.
Method and Conditions on Repayments
1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.
Thereafter, equal payments shall be due every six months.
If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State

agencies, the payment shall be due on the next business day for Washington State agencies.
Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611
In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.
No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.
2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.
K. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.
Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.
Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.
Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.
Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the

loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.
The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.
R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.
The sewer use ordinance must include provisions to:
1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
2) Prohibit inflow of stormwater into separated sewer systems.
3) Require that new sewers and connections be properly designed and constructed.
S. Termination and Default:
Termination and Default Events
1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.
Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").
Termination and Default Remedies
No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.
Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.
Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.
Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.
Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section

106).
b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according

to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.
ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures.
RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.
b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards.
RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the

funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/17/2025

Date Rec'd	10/21/2025		
Clerk's File #	ORD C36790		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	JESSICA 625-6369	**Requisition #**	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO- FIRE OVERTIME BUDGET		

Agenda Wording

Fire overtime expense is projected to be over budget $2.2M by the end of the year.

Summary (Background)

The General Fund (PD) already provided additional funding to the Criminal Justice Assistance Fund this year and the Public Safety Personnel Fund does not have the cash. It was discovered that the Pension Contributions Fund, which is a pass-through of General Fund dollars to the Fire and Police pension funds, has an accommodating fund balance created by years of small differences between property taxes deposited and funding needed. This SBO will move $2.2M from the Pensions Contribution Fund to the Fire/EMS Fund to resolve Fire's unfavorable overtime budget.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 2,200,000
Current Year Cost	$ 2,200,000
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 2,200,000	# 1350-85020-97117-80101-99999
Revenue	$ 2,200,000	# 1970-35121-99999-39773-99999
Expense	$ 2,200,000	# 1970-35121-22200-51215-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No, one-time funding source.

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	STRATTON, JESSICA
Division Director	STRATTON, JESSICA		
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	

ORDINANCE NO C36790

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO INCREASE FIRE’S OVERTIME BUDGET, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Fire/EMS Fund and Pension Contributions Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Increase appropriation by $2,200,000.
A) Of the increased appropriation, $2,200,000 is provided solely for an operating transfer out to the Fire/EMS Fund.

Section 2. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

2) Increase revenue by $2,200,000.
A) Of the increased revenue, $2,200,000 is provided solely from an operating transfer in from the Pension Contributions Fund.

3) Increase appropriation by $2,200,000.
A) Of the increased appropriation, $2,200,000 is provided solely for overtime – uniform.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase the Fire Department’s overtime budget, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 10/27/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/22/2025
		Clerk's File #	ORD C36791
		Cross Ref #	
Council Meeting Date: 11/17/2025		**Project #**	
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	TOM WILLIAMS (509)625-7001	**Requisition #**	
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO – WILDFIRE MOBILIZATION REIMBURSEMENT		

Agenda Wording

Spokane Fire is requesting a Special Budget Ordinance that would recognize the realized costs and revenues for personnel deployed to work wildfire mobilizations throughout the region.

Summary (Background)

During 2025, Spokane Fire Department personnel were deployed to assist and work individual mobilizations throughout the region, accumulating to date, a total cost on the department of approximately $150,000 in overtime and other associated expenses. These costs are reimbursed by various state agencies, primarily the Department of Natural Resources. SFD is requesting a Special Budget Ordinance that would recognize the realized costs and revenues. The department is still working wildfires in the region and expects to incur at least $150,000 in total costs by the end of the season.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 150,000
Current Year Cost	$ 150,000
Subsequent Year(s) Cost	$ N/A

Narrative

Amount		Budget Account
Revenue	$ 150,000	# 1970-35126-99999-34222
Expense	$ 150,000	# 1970-35126-22200-51216
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes, from the Dept of Natural Resources & Washington State Patrol.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	REDING, RYAN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	DAHL, LANCE	MANAGEMENT &	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Budget Office budget@spokanecity.org	Tom Williams tmwilliams@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	

ORDINANCE NO C36791

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO REALIZE WILDFIRE MOBILIZATION REIMBURSEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Fire/EMS Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Increase revenue by $150,000.
A) Of the increased revenue, $150,000 is provided solely for wildfire mobilization reimbursement from the Department of Natural Resources and other agencies.

2) Increase appropriation by $150,000.
A) Of the increased appropriation, $150,000 is provided solely for overtime of firefighters deployed to wildfire events.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to realize wildfire mobilization reimbursements, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/17/2025

Date Rec'd	10/22/2025
Clerk's File #	ORD C36792
Cross Ref #	OPR 2025-0766
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MATT COWLES 4115
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	SBO – COPS FY25 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT

Agenda Wording

Special Budget Ordinance - COPS FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant Funding

Summary (Background)

Earlier this year, SPD applied for and was awarded grant funding from the Dept. of Justice Office of Community Oriented Policing Services (COPS) to support a crucial need for mental health and wellness services to include posttraumatic growth training, stress reduction training, as well as nutritional and financial management training. This budget ordinance recognizes the appropriate revenues and expenditures associated with that award.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 186,250
Current Year Cost	**$** 186,250
Subsequent Year(s) Cost	**$** 0

Narrative

Amount		**Budget Account**
Expense	**$** 182,250	**#** 1620-91844-21400-54201-68035
Expense	**$** 4,000	**#** 1620-91844-21400-53201-68035
Revenue	**$** 186,250	**#** 1620-91844-99999-33116-68035
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	COWLES, MATTHEW	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	COWLES, MATTHEW	**MANAGEMENT &**	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI	**ACCOUNTING -**	BROWN, SKYLER
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDExecutiveStaff@spokanepolice.org
SPDFinance@spokanecity.org	karmstrong@spokanepolice.org
mcowles@spokanepolice.org	

ORDINANCE NO C36792

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A LEMHWA GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Public Safety and Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

Section 1. That in the budget of the Public Safety and Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $186,250.
A) Of the increased revenue, $186,250 is provided solely from the Department of Justice.

2) Increase appropriation by $186,250.
A) Of the increased appropriation, $182,250 is provided solely for contractual services.
B) Of the increased appropriation, $4,000 is provided solely for operating supplies.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept a Law Enforcement Mental Health and Wellness Act (LEMHWA) grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:		**Date Rec'd**	10/22/2025
Committee: Public Safety **Date:** 10/27/2025		**Clerk's File #**	ORD C36793
Committee Agenda type: Discussion		**Cross Ref #**	OPR 2025-0767
Council Meeting Date: 11/17/2025		**Project #**	
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	MATT COWLES 4115	**Requisition #**	
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease?	**Grant Related?** YES	**Public Works?**	
Agenda Item Name	SBO - FY25-27 MENTAL HEALTH FIELD RESPONSE GRANT FUNDING		

Agenda Wording

Special Budget Ordinance - FY25-27 Mental Health Field Response Grant Funding

Summary (Background)

The Washington Association of Sheriffs & Police Chiefs has awarded the City of Spokane $620,000 to assist law enforcement in establishing and expanding mental health field response capabilities. Subrecipient Frontier Behavioral Health has been covering mental health field response costs on behalf of the City of Spokane since the last grant award expired in June of 2025 out of good faith that this grant would retroactively reimburse them for this effort.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 620,000
Current Year Cost	**$** 620,000
Subsequent Year(s) Cost	**$** 0

Narrative

Amount		**Budget Account**
Expense	**$** 620,000	**#** 1620-91842-21250-54201-68035
Revenue	**$** 620,000	**#** 1620-91842-99999-33469-68035
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**PS EXEC REVIEW**	GBYRD
Division Director	GBYRD	**MANAGEMENT &**	STRATTON, JESSICA
Accounting Manager	GBYRD	**ACCOUNTING -**	GBYRD
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
	SPDExecutiveStaff@spokanepolice.org
SPDFinance@spokanecity.org	

ORDINANCE NO C36793

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A MENTAL HEALTH FIELD RESPONSE GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Public Safety and Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

Section 1. That in the budget of the Public Safety and Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $620,000.
A) Of the increased revenue, $620,000 is provided solely from other state agencies, specifically the Washington Association of Sheriffs and Police Chiefs (WASPC).

2) Increase appropriation by $620,000.
A) Of the increased appropriation, $620,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept a Mental Health Field Response grant from WASPC, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 10/27/2025 **Committee Agenda type:** Consent		**Date Rec'd**	10/20/2025
		Clerk's File #	RES 2025-0098
		Cross Ref #	
Council Meeting Date: 11/17/2025		**Project #**	
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SALE OF SURPLUS CITY PROPERTY		

Agenda Wording

Pursuant to Chapter 12.10 of the Spokane Municipal Code, this report represents the Real Estate Review Committee ("RERC") recommendation to surplus city owned property for the purposes of future disposition.

Summary (Background)

The Real Estate Review Committee (RERC) met on October 8th, 2025 to discuss the potential surplus of two city locations which are comprised of 3 Spokane County Tax Parcels, 4707 North Addison, 426 East Broad, and 824 North Monroe. The consensus of the committee was to declare these properties surplus to the City's needs and proceed with the steps necessary to complete the surplus and sale process. This item provides background information on the properties, the RERC report, and surplus resolution for the two locations. Staff is requesting approval of the resolution declaring the properties surplus and authorizing the disposition of the properties through commercially reasonable means.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	TEAL, JEFFREY		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	kbustos@spokanecity.org

RESOLUTION

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Properties"); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and determined that the City Council should declare the Properties surplus and authorize City Staff to find buyers for the Properties; and

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and are hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City.

2. The City of Spokane, through its Facilities Department shall determine the fair market value of the Properties using commercially reasonable means.

3. The Facilities Department is authorized to use commercially reasonable means to seek a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s), subject to final approval by the City Council.

4. As allowed by law, the revenue received from the sale of each property shall be transferred to General Fund reserves.

ADOPTED by the Spokane City Council this _____ day of _____, 2025.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

October 8th, 2025October 20, 2025

REAL ESTATE REVIEW COMMITTEE

Recommendation of Property Dispositions:

4707 North Addison
426 East Broad
824 North Monroe

Mayor Brown:

Pursuant to Chapter 12.10 of the Spokane Municipal Code, this report represents the Real Estate Review Committee ("RERC") recommendation to surplus city owned property for the purposes of future disposition. The following RERC members convened on Wednesday, October 8, 2025:

- Council Member, Jonathan Bingle
- Council Member Michael Cathcart (represented by Shae Blackwell)
- City Administrator, Alexander Scott
- Chief Financial Officer, Matt Boston
- City Attorney, Mike Piccolo
- City Public Defender, Nick Antush
- Facilities Director, Jeff Teal
- Office of Neighborhood Services Director, Heather Hamlin
- Real Estate Manager, Dave Steele
- Real Estate Consultant JLL, Mike Sharapata

The committee recommended these actions and requests your concurrence:

- 4707 North Addison / 426 East Broad:
  - These parcels / properties were acquired in the early 1990's for the purpose of establishing a COPS location. The current status of the COPS program contract leaves this space significantly underutilized with likely no change in the near future.
  - Declare this property surplus, with no restrictions or holdbacks, list for sale on the open market
  - Any proceeds being assigned for general fund purposes, as allowed by law

- 824 North Monroe:
  - This property was acquired in the early 1990's for the purpose of establish a location for the City of Spokane Public Defenders / Prosecutors.
  - The Public Defenders / Prosecutors have outgrown the capacity of the building location with additional security concerns being identified with regards to public access and egress and staff security and safety.
  - Declare this property surplus, with no restrictions or holdbacks, list for sale on the open market
  - Any proceeds being assigned for general fund purposes, as allowed by law

Mayor's Concurrence: Lisa Brown Date: Oct 20, 2025

RERC COMMITTEE - MINUTES
City of Spokane

Real Estate Review Committee
October 8th, 2025October 20, 2025

Attendance

CM Jonathan Bingle (TEAMS), CM Michael Cathcart (Shae Blackwell), Alexander Scott, Matt Boston, Mike Piccolo, Nick Antush, Jeff Teal (TEAMS), Heather Hamlin, Dave Steele, and JLL representative Mike Sharapata

Meeting started at 4:00 p.m. This meeting was conducted in person with a Microsoft Teams option.

Agenda Items

Nevawood COPS location	(4707 North Addison / 426 East Broad)
Public Defenders / Prosecutors Building	(824 North Monroe)

Dave Steele introduced the purpose of the RERC, the typical process that follows the discussion, and a quick introduction of the properties – current status, parcel size, parcel zoning, structure type, and the history of each property acquisition and use.

City Administrator Alexander Scott led the discussion regarding the private development opportunities presented by both properties, the limited usefulness of each property in the short and long term for the City, and the likely disposition scenarios available.

Feedback from the Council Members / staff in attendance was that there are no foreseeable needs for any of these areas of the City or needs in other departments, that would justify retaining either of the properties discussed.

> Council Members Cathcart & Bingle voiced concerns over the status of the COPS Nevawood location in the event the property is declared surplus, and supported making the COPS program whole in some format, for the loss of the lease

General consensus and recommendation of the committee was to declare the properties surplus to the City's needs with the recommended disposition of the property being completed through an open, widely distributed, public listing process. CM Cathcart and Bingle agreed while maintaining the position that the COPS program be made "whole" for the loss of their current lease.

Adjournment

The meeting was adjourned at 4:45 p.m.

Prepared by: Approved by:

Dave Steele

Real Estate Review Committee Meeting

October 20, 2025~~October 8th, 2025~~October 20, 2025

4707 North Addison – 426 East Broad

Property Description

The subject property consists of 2 Spokane County tax parcels totaling approximately .46 acres of R1 property near Northtown Mall with a 1-story structure of approximately 3,200 s.f. and 7 parking spaces, with an adjoining 14 space parking lot.

Acquisition / Property History

It is currently unclear what dollars were used to acquire this property; the City Clerk's Office is currently searching for relevant documents related to the acquisition. These properties were acquired by the City of Spokane in approximately 1995 (4707 North Addison) and 2006 (426 East Broad).

Department Linked to the Property

This location is currently utilized as a COPS shop location.

Land Use and Zoning

This property is designated as R1

Estimated Fair Market Value

The size, location, zoning, and current market for residentially developable, multi-unit properties makes this a moderately valuable property in Spokane at this date and time. While the assessed value of the vacant parcels is currently in the $395,000 range, a likely sale value could be slightly higher due to the zoning, and location.

Potential Limitations

In the current development market there are very few limitations to redevelopment of this property.

Recommended covenants, conditions, or restrictions as part of sale

None proposed at this time.

Recommended disposition method

Open sale at fair market value

824 North Monroe

Property Description
The subject property consists of 1 Spokane County tax parcel totaling approximately .5 acres of DTG-70 commercial property on the north side of the Spokane River with a 2-story office building of approximately 12,000 s.f. and an adjoining parking lot with 29 striped spaces.

Acquisition / Property History
It appears general fund dollars were used to acquire this property; the City Clerk's Office is currently searching for relevant documents related to the acquisition. This property was acquired by the City of Spokane in the early 1990's from two distinct owners and a substantial addition (2nd floor) was constructed in the late 1990's

Department Linked to the Property
The City of Spokane Public Defenders / Prosecutors currently occupy both floors of this building.

Land Use and Zoning
This property is designated as DTG-70 (N-River)

Estimated Fair Market Value
The size, location, zoning, and current market for residentially developable, multi-unit properties makes this a fairly valuable property in Spokane at this date and time. While the assessed value of the vacant parcels is currently in the $1,600,000 range, likely sale value could be significantly higher due to the zoning, and location.

Potential Limitations
In the current development market there are very few limitations to development of this property.

Recommended covenants, conditions, or restrictions as part of sale
None proposed at this time.

Recommended disposition method
Open sale at fair market value

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	RES 2025-0095
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ANDRES 625-6821
Contact E-Mail	AGRAGEDA@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	SLAMBDIN PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION REGARDING HOSTING OF COMMUNITY DAYS

Agenda Wording

A Resolution committing the City Council to regularly hosting Community Days and develop an engagement strategy.

Summary (Background)

Council wishes to increase the frequency of community engagement events, including Community Days, and would like to develop an engagement strategy.

What impacts would the proposal have on historically excluded communities?

Historically excluded communities are less likely to engage in civics. Local government should make an effort to reach those who don't normally engage with legislative or administrative processes.

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?

Council can keep track of how many engagement events are held, how many people participate and what City departments participate.

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

The Local Governance and Citizenship chapter of the Comprehensive Plan states "Employ a variety of techniques and venues to ensure a broad representation of the citizenry in planning activities.

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?

A goal in that chapter is to encourage citizens to become engaged in public process opportunities, as well as to encourage the development of responsible citizenship and a knowledge of civics.

Council Subcommittee Review

This resolution was presented to the Equity Subcommittee, which was supportive and is itself looking for ways to increase civic engagement.

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 652.80
Current Year Cost	**$**
Subsequent Year(s) Cost	**$** 652.80

Narrative

The parking spots directly surrounding City Hall cost $1.70 an hour. If we reserve the 16 spots for two hours once a month, that comes to $652.80 in lost revenue a year. (1.7x2)16x12=652.8

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

RESOLUTION NO. 2025-0095

A Resolution committing the City Council to regularly hosting Community Days and develop an engagement strategy.

WHEREAS, one of the fundamental duties of the Spokane City Council is to be available to and engage with as many constituents as possible; and

WHEREAS, it is the goal of the Council to reach constituents who might not normally engage with the civic process because of a lack of knowledge, intimidation, fear or apathy; and

WHEREAS, the Council has been hosting Community Days since 2023 to promote civic engagement, particularly from underrepresented communities; and

WHEREAS, the Community Days have served to highlight community members, organizations and businesses advancing equity in the community; and

WHEREAS, so far, the Council has hosted Community Days to recognize Asian American Heritage Month, Pride Month, Hispanic Heritage Month, Haitian Independence Day and many more cultural celebrations; and

WHEREAS, these celebrations have helped Council understand the needs of these communities and the diversity of services that are being provided by local organizations that are earning the trust of historically excluded community members; and

WHEREAS, the Council wishes to expand the scope of the Community Days by increasing their frequency, allowing for more opportunities to invite as many groups and businesses as possible; and

WHEREAS, The Council encourages community members to engage in Community Days to learn from each other, expand perspectives and build stronger community relationships; and

WHEREAS, the Council wishes to hear from community members on specific topics such as the budget, housing, policing, etc; and

WHEREAS, while the need for these types of unifying events remains constant, they have become less frequent over time; and

WHEREAS, it is the intent of the Council to employ creative strategies to ensure that the needs of all Spokanites are heard and advocated for by their elected representatives.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests that the Mayor direct the Office of Neighborhood Services work with appropriate Council and administrative staff to develop an engagement strategy and take the lead on planning and organizing Community Days; and

BE IT ALSO RESOLVED that the Council commits to hosting at least six Community Days a year to highlight a broad variety of groups and perspectives, including organizations, networks, community groups, historically excluded communities, and businesses at City Hall and throughout the City; and

BE IT ALSO RESOLVED that Council Members and Council staff commit to being present at Community Days, and that Council requests that the Mayor direct City staff from various departments be present at community engagement events to educate the public on their roles and functions; and

BE IT ALSO RESOLVED that Council requests that the Mayor direct Parking and Code enforcement allow for free parking on Post Street and Spokane Falls Blvd for participants in Community Days from 5 p.m.-7 p.m., with the intention of exploring the viability of expanding this program to allow for free parking on Post Street and Spokane Falls Blvd during every Council legislative session.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 08/25/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/20/2025
		Clerk's File #	ORD C36752
		Cross Ref #	
Council Meeting Date: 09/22/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE CONCERNING ADOPTION OF PUBLIC RULES BY THE CITY OF		

Agenda Wording

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code

Summary (Background)

The City's administrative policy for drafting policies and procedures (Admin 0325-18-1) includes provisions for public rules. They are defined as: "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]" The same administrative policy briefly described the adoption process for public rules, and implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. Various rule-making authorizations scattered throughout the municipal code. The authorizing language can vary with each provision of the code. The concept of a "public rule" is essentially a creation of administrative policy. The City's website lists eight public rules, most concerning utility rates. A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges. However, it is not easy to determine the actual number of rules of general application to the public because not all rules are styled as "public rules." An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist. The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter,

and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. The basic elements of the ordinance are: • Provides to City Departments Authorization to Enact Public Rules of General Applicability. The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process. • Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public. • Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies. The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances. • Includes Provisions For Emergency Rules. The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review. • Addresses Existing Public Rules. As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the ordinance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such rule.

What impacts would the proposal have on historically excluded communities?

No impacts specific to historically excluded communities, but like all residents of the city, members of historically excluded communities will benefit from a public rule process that is uniform and transparent.

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?

There is no plan to collect data on the effect of the ordinance.

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

There is no plan to collect data on the effect of the 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 proposal aligns with the legislative powers of the City Council under the City Charter, as well as state law with respect to public records.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Some fiscal impact is assumed while departments review their existing rules and determine whether any rules must be revised and approved by city council consistent with the new provisions for public rules. That impact has not been quantified.

Amount		Budget Account
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

ORDINANCE NO. C36752

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 7, 8, 10, 12, 13, 15 and 16A of the Spokane Municipal Code, and adding new sections 03.07.350 and 08.15.150 to the Spokane Municipal Code.

WHEREAS, pursuant to Section 25 of the Spokane City Charter, the City Council has the authority to create administrative departments of the City and to define the "rights, powers, and duties of the departments" by ordinance; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, depends on the ability of each department to promulgate internal policies and procedures; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, also depends on the ability of each department to promulgate rules of general applicability that apply to members of the public; and

WHEREAS, Washington's Public Records Act (RCW 42.56.040) requires that municipalities publish "[s]ubstantive rules of general applicability adopted as authorized by law, and statements of general policy or interpretations of general applicability," and further provides that such policies may not be enforced against the general public unless properly published; and

WHEREAS, the Public Records Act (RCW 42.56.070) further provides each municipality maintain an index for public viewing "statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the agency;" as well as "[a]dministrative staff manuals and instructions to staff that affect a member of the public;" and

WHEREAS, the process for adopting rules by the City of Spokane is currently set forth in that administrative policy and procedure numbered "Admin 0325-18-1" and titled "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (hereafter "Standardization Policy"); and

WHEREAS, under the Standardization Policy the term "Public Rules and Regulations" is defined as:

" ‘Public Rules and Regulations’ as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code,”

(hereafter the “Public Rule Definition); and

WHEREAS, the Public Rule Definition by its terms is not confined to internal operations of the City, but is applicable to the general public, and includes penal measures that can result in the imposition of a fee or fine, or result in the loss of certain vocational or commercial rights, or otherwise affect the public ability to challenge certain determinations by city officials with respect to certain individuals; and

WHEREAS, only a few City entities, including the Spokane Park Board the Civil Service Commission, are explicitly authorized by the City Charter to promulgate rules; and

WHEREAS, the Spokane Municipal Code does not consistently regulate the promulgation of public rules across City departments and divisions; and

WHEREAS, neither the Standardization Policy, nor the Spokane Municipal Code or the City Charter, require City Council review or approval of public rules; and

WHEREAS, the definition of a public rule set forth in the Standardization Policy omits procedures and practices relating to the confiscation, storage and disposal of personal property belonging to members of the general public; and

WHEREAS, public rules are the functional equivalent of legislation, and because the legislative function of the City is vested exclusively in the City Council and not in the Mayor or the administrative departments of the City, any administrative action meeting the “public rule” definition, whether or not denominated as such, should be adopted only after the requisite public comment process and City Council involvement; and

WHEREAS, public rules should be promulgated only by City departments, divisions or offices expressly authorized by ordinance to promulgate them; and

WHEREAS, consistent with the foregoing, it is the intent of the City Council to establish a uniform and transparent process for adoption of public rules by City departments and to ensure compliance with the Public Records Act with respect to rules that affect the general public;

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

Section 1. That section 01.05.020 is amended to read as follows:

Section 01.05.020 Administrative Responsibilities

A. Except as provided in this section, this chapter does not alter the responsibilities vested by this code in the several officers and employees for administration and enforcement of its various provisions. Promulgation of any rules or regulations relating to enforcement of this code shall comply with Chapter 03.14 of this code.

B. For purposes of issuing a notice of infraction, the code enforcement officer is:

1. the mayor or the division director, department director or assistant director, described in chapter 3.01A SMC, vested with administrative and enforcement jurisdiction in the particular matter; or
2. an employee or agent to whom enforcement jurisdiction has been specifically conferred, who carries a special police commission conferring authority to issue a notice of infraction for the kind of violation in question; or
3. a regularly commissioned law enforcement officer; or
4. a city prosecutor.

Section 2. That there is adopted a new Section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Personnel Regulations - Authority to Promulgate Rules

With the approval of the Mayor, City divisions, departments and offices may promulgate administrative policies and procedures consistent with this chapter. Administrative policies and procedures promulgated pursuant to this chapter 03.07 shall not be deemed public rules under Chapter 3.14 of the Spokane Municipal Code.

Section 3. That there is adopted a new Chapter 3.14 of the Spokane Municipal Code to read as follows:

Chapter 3.14 Public Rule Authority

Section 3.14.010 Department Authority to Promulgate Public Rules
Section 3.14.020 Definitions
Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval
Section 3.14.040 Access to Public Rules
Section 3.14.050 Exemptions

Section 3.14.060 Emergency Public Rule
Section 3.14.070 Effective Date; Construction with Other Law
Section 3.14.080 Effect on Existing Public Rules

Section 3.14.010 Department Authority to Promulgate Public Rules

A. No division, department or office of the City of Spokane may adopt, modify, repeal or enforce a public rule except as authorized by this Chapter.

B. Every Public Rule shall be denominated as such and adopted pursuant to the requirements of this Chapter.

Section 3.14.020 Definitions

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations and which are not enforceable against members of the general public.

B. “Contested Case" means any proceeding before a department in which the legal rights, duties, or privileges of specific parties are required by ordinance to be determined after a hearing by the Hearing Examiner or the City Council.

C. "Department" means the City of Spokane or any of its divisions, departments, or offices including, but not limited to, any City board, commission, committee, officer, or department, including the City Council and its committees, when acting in accordance with or pursuant to authorization by ordinance or Charter to make rules, hear appeals, or adjudicate contested cases.

D. "Departmental Policies and Procedures" are informative directives for internal departmental management and operation of City departments. They affect primarily or exclusively single departments, divisions, or offices.

E. "Executive Orders" formalize specific decisions of the Mayor and/or city administrator and, except in cases of civil emergencies, are not enforceable against members of the general public.

F. “Hearing” means a proceeding before the City Council to consider the adoption, modification, or repeal of any Public Rule.

G. "License" includes those City -issued permits, certificates, approvals, registrations, or forms of permission required before a Person may engage in any activity within the City of Spokane.

H. “Person " means any individual, partnership, corporation, association, or public or private organization of any character.

I. "Public Rule" means any department order, directive, policy or regulation, however denominated and including amendment or repeal of an existing rule, which applies to the general public and which, if violated, subjects a person to a penalty or administrative sanction, including, but not limited to, an order, directive, or

regulation which affects:

1. Procedures, practices or requirements relating to department hearings;
2. Qualifications, standards, or fees imposed for the issuance, suspension, or revocation of licenses or permits;
3. Any rule intended to implement any tax, fee or charge;
4. Mandatory standards which must be met before the distribution or sale of products or materials;
5. Any qualification, requirement, or process relating to the enjoyment of benefits or privileges conferred by law and administered by a Department; or
6. Any program affecting the seizure, storage or disposition of personal property not otherwise owned or leased by the City.

J. "Regulation" means any statement of general applicability and intending to have the force of law.

K. The term "Public Rule" does not include the following:

1. Administrative Policies and Procedures, Departmental Policies and Procedures, or Executive Orders;
2. Rules, regulations or administrative determinations promulgated under Title 17 of the Spokane Municipal Code unless intended to have general applicability;
3. Any policy or rule relating to the hiring, firing, or promotion or access to benefits, of any City employee, including any rights conferred by a collective bargaining agreement;
4. Rules relating to the use of public ways and property when the substance of such rules is indicated to the public by means of signs or signals; and
5. Any rule or regulation issued by the Hearing Examiner in a Contested Case.

Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval

A. At least fourteen (14) days prior to the adoption, amendment or repeal of any Public Rule, a department shall comply with the following procedures:

1. Publish notice of the proposed Public Rule in the Gazette. Notice under this subsection shall include a copy of the proposed Public Rule and (a) a reference to the applicable ordinance or statute under which such Public Rule will be applied; (b) an accurate description of the substance of the proposed Public Rule or of the subjects and issues involved; (c) a statement of the time and place of anticipated City Council committee and legislative review of the proposed public rule; (d) the manner in

which persons may present testimony to the City Council with respect to the proposed Public Rule; and (e) its proposed effective date.

2. Deliver by electronic means a copy of the proposed Public Rule and the required notice under subsection (A)(1) to the address specified by any person who has made a written or electronic request therefor, which request shall be sent to the City Clerk.
3. The proposed Public Rule, the published notice of the Public Rule, and all supporting material shall be filed with the appropriate standing committee of the City Council. The proposing department shall arrange for submission of the proposed Public Rule to the council committee agenda and the council legislative agenda according to council rules of procedures. Upon placement of the proposed Public Rule on the City Council agenda, the City Council may either approve the proposed Public Rule, or reject the proposed Public Rule and return it to the proposing Department for further modifications. Any City Council action to approve the proposed Public Rule shall be by written resolution.

B. Upon approval by resolution by the City Council and filing of the final rule with the City Clerk as provided in this section, a Public Rule shall be deemed final and enforceable against the general public upon stated effective date.

C. Nothing in this Chapter shall be construed to prevent the City Council from independently approving or nullifying any Public Rule at any time after its effective date. Approval or nullification of an existing Public Rule shall be by written resolution.

Section 3.14.040 Access to Public Rules

It is the intent of the City to provide maximum public access to all Public Rules currently in place or hereafter adopted by the City. The City Clerk, in conjunction with other relevant City departments, shall maintain a system for public review, searching, printing, downloading and/or copying of any Public Rule adopted by the City.

Section 3.14.050 Exemptions

This Chapter shall not apply to the following:

1. Any rule or regulation adopted by the Spokane Park Board with respect to the use of park land or park property or the enforcement thereof;
2. Any rule or regulation adopted by the Spokane Library Board of Trustees with respect to the operation and management of library facilities, property, programs and all aspects of governed under Chapter 42.17 RCW
3. Any rule or regulation adopted by the Civil Service Commission or

enforcement thereof;

4. Any rule or regulation adopted by the Spokane Municipal Court, or enforcement thereof;
5. Executive Orders issued pursuant to Chapter 02.04 of the Spokane Municipal Code (Civil Emergencies);
6. Rules and procedures adopted pursuant to Section 04.32 of the Spokane Municipal Code (Ombuds);
7. Rules adopted by the City Attorney or the Mayor with respect to the operations of city prosecutors or public defenders;
8. Any rules or regulations adopted pursuant to Chapter 12.03 of the Spokane Municipal Code (Airport Regulations);
9. Temporary rate changes implemented pursuant to Section 13.01.0303 of the Spokane Municipal Code so long as any Public Rule is adopted pursuant to this Chapter within ninety (90) days of enforcement;
10. Any rule or regulation intending to ensure compliance with the Shoreline Master Plan adopted pursuant to RCW 90.58 and related regulations;
11. Rules relating to civil forfeitures pursuant to RCW 9A.88.150;
12. Rules of procedure and case management orders promulgated by the Hearing Examiner; and
13. Any rule adopted to ensure compliance with state or federal law and in which the adoption of a Public Rule pursuant to this chapter would conflict with said state or federal law.

Section 3.14.060 Emergency Public Rule

Where a department finds that immediate adoption, amendment, or repeal of a Public Rule is necessary for the urgent preservation of public peace, health, or safety, or for the immediate support of City government and its existing public institutions, such Public Rule may become effective upon filing of such adoption, amendment, or repeal of the Public Rule with the City Clerk. This filing shall be accompanied by a statement of the facts upon which the findings of an emergency and necessity are based. The adoption, amendment, or repeal of a Public Rule under this section shall be presented to the City Council for emergency interim ratification and placed on the City Council calendar within twenty-one (21) days after filing with the City Clerk. Following the emergency review and interim ratification by the City Council, the proposed Public Rule(s) shall be enforceable pending review through the standard process as outlined in 03.14.030. This emergency section does not relieve any department from compliance with any federal or state law requiring that the adoption, amendment, or repeal be approved by designated persons or bodies before they become effective, nor shall any action be taken under this section which affects any pending case or controversy. Emergency Public Rules which are rejected or remanded by the City Council shall

be deemed null and void.

Section 3.14.070 Effective Date; Construction with Other Law

Once approved as provided in this Chapter, any Public Rule shall be binding on all persons and deemed a law of general applicability. No Public Rule may conflict with any provision of federal or state law, with the City Charter or with the Spokane Municipal Code. Whenever possible, the Public Rule shall be construed and applied consistent with applicable law.

Section 3.14.080 Effect on Existing Public Rules

Any Public Rule adopted or modified prior to the effective date of this ordinance, whether or not denominated as such, shall be subject to the adoption process set forth in this Chapter; provided, that any such Public Rule clearly denominated as such and approved by council resolution less than one year prior to the effective date of this ordinance may remain in effect for three (3) years after its stated effective date unless specifically repealed or modified in accordance with this Chapter. Departments may continue to enforce such Public Rules for more than three (3) years after the effective date of this ordinance without City Council review, so long as public notice and City Council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any existing Public Rule not reviewed by the City Council as provided in this section shall be null and void, except as to any pending case or controversy under such Public Rule.

Section 4. That section 04.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.01.080 Rules

Each ((~~agency is to~~)) board or commission may promulgate rules for the conduct of its business which shall promote the policies and objectives of this chapter; provided, any Public Rule shall be adopted only as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 5. That section 04.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.020 Rules and Regulations – General

A. ((~~The mayor promulgates~~)) The City may promulgate rules and regulations for the collection and reporting of all moneys due the City with attendant emphasis on identifying moneys to which the City is entitled, prompt invoicing and reporting among affected departments, and prosecuting delinquencies. The rules and

regulations may specify when and how collection is to be affected, negotiation of payments, collection of interest on payments not to exceed the maximum allowed by state law, such other costs as may be incurred by the City due to delinquency, and settlement of claims not to exceed two thousand five hundred dollars in total value before negotiated settlement.

B. ((~~This chapter and the rules and regulations promulgated by the mayor hereunder are to be given the widest dissemination among City departments and employees.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 6. That Article I, Section 04.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.040 Industrial Insurance Claims

Claims for industrial injuries shall be reported and investigated in accordance with administrative rules and regulations promulgated by the mayor. Administrative rules and regulations promulgated pursuant to this section shall not be subject to Chapter 03.14 of the Spokane Municipal Code, unless they apply to persons other than City officers or employees.

Section 7. That Article II, Section 04.02.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.070 Rules and Regulations

The ((~~director~~)) City has authority to promulgate rules and regulations, develop administrative procedures and do all things necessary to effectuate the purposes of SMC 4.02.060 through SMC 4.02.220. ((~~Rules and regulations promulgated by the director are on file in the City utilities billings office and available for public inspection during regular business hours.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 8. That section 07.06.030 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.030 Guidelines

The Director of Purchasing and Contracts is authorized to establish procedures to serve as guidelines for the implementation of this chapter. Adoption of such procedures need not comply with Chapter 3.14 of this code unless the procedures result in the adoption of a public rule.

Section 9. That section 08.01.250 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.250. Rules and Rulings

A. ((~~The chief financial officer~~)) The City may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with superior law. The purpose of such rules and regulations is to carry out the provisions of this chapter, and it shall be unlawful to fail to comply with any such rule or regulation. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

B. The City, through the ((~~The~~)) chief financial officer, may ((~~also~~)) issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the taxpayer.

Section 10. That Article I, section 08.02.011 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.011 – ((~~Administrative~~)) Public Rules and Regulations

A. ((~~The mayor~~)) The City is authorized to promulgate rules and regulations consistent with this title and respecting the provision of various services by the administrative staff, including the charges and fees for such services, to the extent such services and fees are not specifically provided for in this ((~~code~~)) title. The authority of this section includes specifically but is not limited to the furnishing of maps and other public records and delinquent penalties and interest rates on accounts receivable.

B. ((~~The mayor causes such regulations and schedules of charges to be filed with the city clerk and in appropriate departments in accordance with the City's public records system.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. Consistent with Public Rules promulgated under this title, ((~~The~~)) the mayor or ((~~his~~)) the mayor's designated representative is authorized to waive any fee authorized under this chapter for any person which can demonstrate the following criteria have been met:

1. The person requesting the waiver of fees demonstrates that he is requesting the fee waiver on his own behalf or in a representative capacity for an applicant who meets the criteria set forth in subsection (C)(2) of this section; and

2. The person requesting the waiver of fees demonstrates that he has an annual income that meets the United States department of housing and urban development (HUD) guidelines for eighty percent of median family income level, as established annually for the Spokane metropolitan area.

((~~The mayor is authorized to promulgate rules and regulations for the administration of this program.~~))

Section 11. That Section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 ((~~Rules and Regulations~~)) Rulemaking

The City ((~~Chief Financial Officer or designee~~)) may adopt and promulgate rules to implement and enforce this chapter, which rules shall not be in conflict with this chapter; provided, however, that any Public Rule enacted in accordance with this section shall ((~~not become effective until the close of a two-week public comment period. A copy of such proposed and final rules shall be placed on file for public examination in the City Chief Financial Officer's office and on the City's website~~)) be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 12. That Section 08.04.130 of the Spokane Municipal Code is amended to read as follows:

Section 08.04.130 ((~~Rules and Regulations~~)) Rulemaking

The ((~~chief financial officer~~)) City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 13. That Section 08.10.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.160 ((~~Finance, Treasury and Administration Director to Make Rules~~)) - Rulemaking

((~~The division director of finance, treasury and administration has the power from time to time to adopt and publish in the Official Gazette of the City of Spokane rules and regulations not inconsistent with this chapter or applicable law for the purpose of carrying out the provisions hereof. Such rules become effective twenty days after the date of publication in the Official Gazette and it shall be thereafter unlawful to violate or fail to comply with any such rule.~~)) The City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 14. That section 08.15.110 of Chapter 08.15 of the Spokane Municipal Code is amended to read as follows:

Section 08.15.110 Cancellation of Tax Exemption - Appeal

A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.

B. In the case of multi-family housing units rented as affordable housing, qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) must be available to be rented to qualified low and moderate-income tenants at all times during the entire exemption period. While household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.

C. If after the issuance of a final certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the percentage requirements, the exemption period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.

D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the ((~~remain~~)) <u>remaining</u> term is less than eight years, unless the remaining term would exceed eight years.

E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to

exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.

1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.

F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.

1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.

2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.

3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.

4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.

G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.

((~~H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.~~))

((~~I~~)) H. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 15. That there is adopted a new Section 08.15.150 of the Spokane Municipal Code to read as follows:

Section 08.15.150 Authority to Promulgate Rules

The City may adopt administrative policies and procedures to implement the requirements for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW; provided, any Public Rule shall be adopted as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 16. That there is adopted a new Chapter 10.21 of the Spokane Municipal Code to read as follows:

Title 10 Regulation of Activities

Section 10.21.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 17. That section 10.63.010 of the Spokane Municipal Code is amended to read as follows:

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.

D. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 18. That section 10.57.060 of Chapter 10.57 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.060 Consistency with Chapter 59.18 RCW, Authority to Promulgate Public Rules

A. The provisions of this chapter shall be interpreted ((~~an~~)) and enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Any public rule promulgated under this chapter shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 19. That section 10.63.090 of the Spokane Municipal Code is amended to read as follows:

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. Any Public Rule shall be adopted pursuant to the requirements of Chapter 03.14 of the Spokane Municipal Code.

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 20. That section 10.63.100 of the Spokane Municipal Code is amended to read as follows:

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: Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 21. That Article IV, Section 12.02.0735 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0735 Regulations

A. The director promulgates and interprets regulations to implement this article. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~B. Regulations to enforce or implement this chapter are approved by the director and published in the *Official Gazette*. They shall have the force of law thirty days after publication.~~))

Section 22. That section 12.09.150 of the Spokane Municipal Code is amended to read as follows:

Section 12.09.150 Authority of Administering Officer

A. The administering officer interprets and enforces this chapter, resolves conflicts, and determines disputes arising under this chapter or permits or franchises issued in connection therewith. The administering officer has authority to issue general regulatory orders affecting all service providers or other users((~~, as well as~~)) consistent with the Public Rule requirements of Chapter 3.14 of this code. The administering officer has authority to issue specific orders in specific cases or circumstances as deemed necessary and consistent with Chapter 12.09 SMC. ((~~General regulatory orders are published in the *Official Gazette* of the City of Spokane at least twenty days prior to taking effect unless otherwise ordered by the administering officer because of exigent circumstances. In such event, reasonable effort shall be made to notify affected parties. General or specific~~)) Specific orders may be issued on application of an affected service provider or any other user.

B. ((~~Orders~~)) Specific orders and decisions of the administering officer are guided by the purpose of this chapter. Prior to issuance of an order, the administering officer may give such advance notice and opportunity for hearing as deemed proper, or may provide for a hearing upon request to review an order or specific application of a party arising after issuance. The officer may establish a filing fee not to exceed fifty dollars for consideration of any petition for action or determination by a regulated party or other person.

C. ((An)) A specific order may include provision for penalty of not more than five hundred dollars per violation. In case of a continuing violation, each day may be specified to be an additional and separate violation. No penalty for failure to comply with any

administrative order may be assessed except after notice and opportunity for hearing for the affected party. Failure to pay a penalty is a violation of this chapter, and a breach of permit conditions and grounds for permit revocation by the administering officer after notice and opportunity for hearing for the permittee.

Section 23. That there is adopted a new Chapter 12.14 of the Spokane Municipal Code to read as follows:

Title 12 Public Ways and Property

Section 12.14.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 24. That section 13.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.010 General Application

A. This chapter applies to all chapters of this title unless otherwise specifically indicated or required by the context.

B. Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title unless exempted or expressly provided otherwise in this title.

Section 25. That section 13.01.0302 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.0302 Administrative Authority – Specific Utilities - Rates

A. For items affecting a specific utility, the directors of the affected departments have authority to administer such provisions applicable to their respective utilities.

   1. Additionally, the director of public works and utilities administers rates articles as a service provider for the respective water, sewer and solid waste departments.

B. Notwithstanding any other provision, the director may determine questions of applicability or interpretation of rates or regulations, ((~~to adopt or modify the same,~~))

to grant exemptions therefrom, or order specific action, forbearance, correct clerical errors or oversights, adopt temporary rates, assess specific charges, or impose other additional requirements, all where deemed reasonably necessary in the interest of the public health and safety ((~~and for administrative convenience and efficiency.~~)) and performed in a manner consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

1. The director may also impose additional charges or fees on matters not fully addressed herein, including assessments for the value of City equipment or property destroyed or damaged by or through customer or other third party fault consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. The director of public works and utilities also functions as the utility billings or water billings examiner unless otherwise directed by the director of public works and utilities.

1. ((~~His~~)) The director's decision relating to utility charges is subject to review by the director of the affected utility or that director's designee.

2. The reviewer shall be a person who did not participate in the determination being reviewed.

D. A director's action is subject to review by the director of public works and utilities.

Section 26. That section 13.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.080 Regulations

A. The city engineer may promulgate any regulations necessary to implement any portion of the utilities code. He shares this power with other officials where designated.

((~~B. Such regulations, if approved by the city council and published once in the *Official Gazette*, thereafter have the force of law.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~C. Amendments or repeals are accomplished in the same way~~.))

Section 27. That section 15.04.080 of Chapter 15.04 of the Spokane Municipal Code is amended to read as follows:

Chapter 15.04 Smoking in Public Places

Section 15.04.080 Regulations Authorized

The Spokane fire department may adopt regulations as required to implement this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 28. That there is adopted a new Chapter 15.07 of the Spokane Municipal Code to read as follows:

Title 15 Environmental Stewardship

Section 15.07.010 – Rulemaking

Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 29. That section 16A.84.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.84.090 Play Streets and Block Parties

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 30. That there is adopted a new Chapter 18.12.010 of the Spokane Municipal Code to read as follows:

Title 18 Human Rights

Section 18.12.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 31. 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 32. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	ORD C36776		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 509-625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@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	ORDINANCE AMENDING SPOKANE MUNICIPAL CODE RELATING TO SEWER		

Agenda Wording

An ordinance relating to sewer, amending sections 13.03 and 13.05 of the Spokane Municipal Code.

Summary (Background)

The City of Spokane is in the process of reviewing its ordinances for technical cleanup and consistency and proposes. It is the intent of the City Council that the revenues from service changes be allocated into revenues for collection of wastewater (sewerage collection service) and revenues for treatment and other non-collection services of wastewater.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

All revenues are for operation of a public wastewater collection and treatment system.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO. C36776

An ordinance relating to municipal sewer services, amending multiple sections of Chapter 13.03, repealing section 13.03.1208, and amending sections 13.05.010, 13.05.020, and 13.05.030 of Chapter 13.05, all of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the City of Spokane is in the process of reviewing its ordinances for technical cleanup and consistency and proposes the following edits and revisions.

- Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1003 is amended to read as follows:

13.03.1003 Purpose and Allocation

((~~The City's basic monthly service charge is a component of other rates below.~~)) It is the intent of the ((~~c~~))City ((~~c~~))Council that the revenues from service charges be allocated into revenues for collection of wastewater (sewerage collection service) and revenues for treatment and other non-collection services of wastewater. ((~~The allocation for collection of wastewater, and the rate for such service, is that amount determined to be the actual costs paid from this revenue source for collection of wastewater services, as determined each year. The remainder of the revenues shall be the rate for treatment / non-collection wastewater services.~~)) All revenues are for operation of a public wastewater collection and treatment system.

Section 2: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 ((~~Basic~~)) **Domestic Service Charge – Monthly Amount**

The City's ((~~basic monthly~~)) domestic service charge is reflected in this section.

((~~Basic~~)) Domestic Service Charge	Monthly Amount	
	2025	2026
((~~Basic~~)) ((~~d~~))Domestic service charge	$28.92	$30.34
Cost per RV dump connection	$7.05	$7.40

Section 3: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat<u>ment</u> Services – Amount

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

Landfill Pump and Treatment Total	Monthly Amount	
	2025	2026
Per hundred cubic feet	$1.12	$1.18

Section 4: That SMC section 13.03.1112 is amended to read as follows:

13.03.1112 "Commercial User Charge"

"Commercial user charge" means the charge applied to a commercial user service account for the cost of treating the volume of wastewater from that service account of a standard strength of BOD, SS and P, plus a surcharge for the treatment of wastewater of more than standard wastewater strength as determined by wastewater monitoring, from a specific commercial user. Stormwater, also listed with commercial user charges, are:

A. General Stormwater Service Charges.

These are imposed for right-of-way maintenance and operations functions relating to stormwater management and control, fairly apportioned to the commercial user's benefit enjoyed/burden created; and

B. A CSO (Combined Sewer Overflow) Stormwater User Surcharge.

The CSO Stormwater surcharge is only imposed on commercial users within the CSO service area as reflected in the GIS map on file with the Wastewater ((d))Director ((~~of wastewater management~~)), which commercial (or industrial) uses also contribute stormwater flows directly into the combined sewer system.

1. CSO Stormwater User Surcharge Discounts

a. Where a customer pays CSO stormwater user surcharges for a new or remodeled commercial building that utilizes a permissive rainwater harvesting system or vegetated roof, as recognized by the Wastewater ((d))Director, such charges shall be reduced by ten percent.

i. To be eligible for a reduction under this subsection the permissive rainwater harvesting system or vegetated roof must be properly sized to utilize all ((~~of~~)) the available roof surface of the building.

ii. For purposes of administration a "commercial building" is defined to be a building on premises billed "CSO stormwater user surcharge" under SMC 13.03.1008(B).

iii. "New or remodeled" shall mean a building built new or substantially remodeled.

b. The Wastewater ((d))Director shall grant an additional ten percent discount on application by the customer showing the use of low impact development facilities for stormwater management.

i. Such facilities may include permeable pavement, bioretention areas, infiltration planters, and other low impact development best management practices as approved by the Washington ((s))State ((d))Department of ((e))Ecology and the City of Spokane.

ii. Facility maintenance is required for continuation of this discount. Maintenance requirements for low impact development facilities can be found in the Eastern Washington Low Impact Development Guidance Manual and/or manufacturer guidelines

C. To obtain a discount under subsection (B)(1) of this section, a customer must file a completed written application on forms approved by the Wastewater ((d))Director and pay an inspection fee depending on the number of impervious acres to be inspected. All discounts are prospective from the date of inspection and shall not exceed the maximum allowable discount of twenty percent. The fee for inspection is:

1. up to one impervious acre: Zero dollars;

2. one to five impervious acres: Fifty dollars;

3. five to ten impervious acres: One hundred dollars;

4. ten to twenty impervious acres: Two hundred dollars, and

5. over twenty impervious acres: Four hundred dollars.

((~~The inspection certification approving discount eligibility under subsection (B)(1) is good for five years. The~~ Wastewater ((d))Director ~~administers this program with such additional rules as he/she shall provide, and may assess additional charges for administrative costs not encompassed herein.~~))

D. The commercial user charges are set forth in SMC 13.03.1008.

Section 5: That SMC section 13.03.1202 is amended to read as follows:

13.03.1202 Single-dwelling Units – Family Daycare Home

Single-dwelling units, apartment house units, mobile home units and trailer park units which are shown to pay as separate accounts in the records of the ((u))Utilities ((b))Billing division of the City of Spokane shall be charged the ((basic)) domestic service charge plus one domestic user charge for each unit.

A. A "single-dwelling" unit shall ((include)) include:

1. Kitchen or cooking area room, which must include a sink;

2. Bathroom, which must include a toilet, sink, bathtub and/or shower, ((and sink or a toilet, shower, and sink)); and

3. A separate entrance to the unit which does not require residents to co-mingle.

B. Family daycare homes, as defined in SMC 13.04.2002(D) of Water Rates, are considered domestic users and shall be charged the ((basic)) domestic service charge. ((plus one additional domestic user charge.))

Section 6: That SMC section 13.03.1312 is amended to read as follows:

13.03.1312 User Charge Based on Volume

A. Sewerage user charges are established ((on the basis of)) based on wastewater volumes calculated upon City water meter readings shall be adjusted on request to reflect water volumes consumed on the property of the customer for irrigation, provided an irrigation meter is installed, evaporation equipment, steam equipment, product additions or other similar consumptive water uses, that do not contribute wastewater loading to the municipal sewage collection and treatment system, as provided hereafter.

B. Meters of a design approved in coordination with the ((director and department of water and hydroelectric services)) Wastewater Director and the Water Director may be installed by the user for the purpose of adjusting the volume of water consumption to establish actual wastewater loading to the municipal sewage collection and treatment system to determine the proper sewage user charge.

1. Each account may be assessed an additional forty percent of ((basic))domestic service charges per meter.

2. Meter installations used to determine actual wastewater loadings of the municipal sewage treatment and collection system must be approved by the Water ((d))Director in conjunction with the Wastewater Director.

3. Effective January 1, 1988, all new commercial and industrial users will be allowed volume discounts only when a separate approved water meter is

provided at the owner's expense to quantify the actual volume not discharging to the sewer ((lawn sprinkling)) provided in Section 13.03.1312.A.

C. The water meter must be a positive displacement meter with a digital dial totalizer reading in hundreds of cubic feet.

1. The totalizer must not turn over more than once per year during the first year of installation.

2. The equipment of plumbing following a water meter used for wastewater flow reduction must not contain overflows or valves that can discharge to the sanitary sewer system.

3. The City shall be permitted access to the premises for meter reading and confirming that the water use is as stated by the user.

D. ((~~Upon written request, and subject to the approval of the director, the volume of wastewater loading of the municipal sewage collection and treatment system for any specific user may be determined on the basis of the average of the amounts of water consumed per month by the user during a five-month period commencing on the date of a water meter reading in the month of November and concluding on the date of a water meter reading in the following month of April, which average shall be computed annually after the water meter reading in April of each succeeding year~~.))

((~~1. This estimated computation has a fee of two dollars six cents per month.~~))

Section 7: That SMC section 13.03.0117 is amended to read as follows:

13.03.0117 "Combined Sewer"

"Combined sewer" is a sewer which conveys any category of wastewater, as permitted by the Wastewater ((~~d~~))Director, and performs the functions for both a sanitary sewer and a storm sewer.

Section 8: That SMC section 13.03.0121 is amended to read as follows:

13.03.0121 "Director" or "POTW Director"

"Director" or "POTW director" means the administrative head of the City ((~~w~~))Wastewater ((~~m~~))Management ((~~d~~))Department.

Section 9: That SMC section 13.03.0131 is amended to read as follows:

13.03.0131 "Lateral" or "Lateral Sewer"

A. “Lateral” or “lateral sewer” is a sewer to which side or private sewers may be connected from adjacent or vicinal properties.

B. The service area for a lateral is determined by the ((~~director of public works~~)) Wastewater Director based upon generally accepted engineering practices and subject to Spokane municipal practice.

Section 10: That SMC section 13.03.0145 is amended to read as follows:

13.03.0145 “Non-standard Strength Sewage”

A. “Non-standard strength sewage” is wastewater accepted for discharge into the POTW but which does not meet the criteria for acceptance as standard strength sewage, whether because of special characteristics, special treatment requirements, special monitoring or additional handling as a condition of acceptance.

B. Specific criteria defining this class of wastewater are determined by the Wastewater ((~~d~~))Director, in the exercise of sound discretion, considering the purposes set forth in this chapter, the public health, safety and welfare, and cost and expense to the POTW.

C. The Wastewater ((~~d~~))Director may further consider average concentrations of total suspended solids, B.O.D. and phosphorus, or other factors and may include any wastewater determined to have any of the following characteristics:

1. Containing more than ((~~two hundred fifteen~~)) three hundred milligrams per liter of suspended solids (TSS); or

2. Containing more than ((~~two hundred sixty~~)) three hundred milligrams per liter of biochemical oxygen demand (B.O.D.); or

3. Any other non-standard strength sewage, as defined by statute, ordinance, regulation or ((~~director's~~)) the Wastewater Director’s order.

Section 11: That SMC section 13.03.0147 is amended to read as follows:

13.03.0147 “NPDES”

“NPDES” refers to the National Pollutant Discharge Elimination System permit program administered by the State of Washington ((~~d~~))Department of ((~~e~~))Ecology.

Section 12: That SMC section 13.03.0149 is amended to read as follows:

13.03.0149 “On-site Sewage Disposal System”

“On-site sewage disposal system” is any system or combination of piping, treatment or other facilities that store, treat and/or dispose of sewage and effluent on the property

where it originates, or an adjacent or nearby property under the ownership of the user of the system or in which the user has a recorded interest for the purpose of maintaining the system on such other property. In general this includes septic tanks and/or cesspools.

Section 13: That SMC section 13.03.0181 is amended to read as follows:

13.03.0181 "Sewage"

"Sewage" is a combination of the water-carried wastes from domestic, business or commercial, industrial or manufacturing sources, including residences, business buildings, institutions and industrial establishments. "Sewage" also includes surface water and stormwater when discharged into a sewer system.

Section 14: That SMC section 13.03.0183 is amended to read as follows:

13.03.0183 "Sewer System"

A. "Sewer system" is a pipe, conduit, structure or appurtenance for conveying sewage. These definitions further identify this term according to who owns or maintains the sewer:

1. private sewer,

2. private storm sewer,

3. side sewer,

4. special side sewer,

as opposed to public sewer.

B. In general, public sewers are also subdivided according to what they convey:

1. sanitary sewer,

2. storm sewer, and

3. combined sewer.

Section 15: That SMC section 13.03.0185 is amended to read as follows:

13.03.0185 "Wastewater Maintenance ((~~**Supervisor**~~)) **Superintendent"**

A. "Wastewater ((~~maintenance supervisor~~)) Maintenance Superintendent" is a City official who reports to the ((~~director~~)) Wastewater Director and is responsible for

inspecting the work of crews engaged in public sewer construction activity, including extensions, repairs, maintenance and new construction.

B. This person oversees repair, maintenance and cleaning operations for public sewers.

C. This person also regulates construction, use and maintenance of publicly-owned catch basins and drains.

D. This person inspects on-site sewage disposal systems in coordination with the ((~~h~~))Health ((~~o~~))Officer.

Section 16: That SMC section 13.03.0187 is amended to read as follows:

13.03.0187 "Side Sewer"

"Side sewer" is a sewer, not directly controlled or maintained by a public authority, which begins two feet outside the outer face of a structure wall or foundation, conveying wastewater from the building drain to the outside annular surface of a public sewer or private sewer, including in the right-of-way

Section 17: That SMC section 13.03.0195 is amended to read as follows:

13.03.0195 "Special Side Sewer"

A. "Special side sewer" is a side sewer connected to a lateral or other public or private sewer which is outside the normal service area of said sewer, as determined by the ((~~director~~)) Wastewater Director ((~~of wastewater management~~)) in the exercise of sound discretion.

B. Unless otherwise indicated or required by the context, all side sewer requirements apply to special side sewers.

Section 18: That SMC section 13.03.0197 is amended to read as follows:

13.03.0197 "Standard Strength Sewage"

A. "Standard strength sewage" is wastewater which complies with specifications designated by the Wastewater ((~~d~~))Director, City sewer rates and regulations, or this code as not requiring special treatment, monitoring or additional handling prior to acceptance by the POTW, considering chemical, physical and organic content, including but not limited to, B.O.D., suspended solids and phosphorus.

B. The Wastewater ((~~d~~))Director adjusts the definition of "standard strength sewage" in the City sewer rates resolution.

Section 19: That SMC section 13.03.0223 is amended to read as follows:

13.03.0223 Wastewater Hauler.

"Wastewater hauler" is a firm permitted to collect and transport materials removed from onsite grease control devices or septic tanks that may be discharged to a local POTW or discharged to a rendering facility. The Wastewater ((d))Director may approve industrial waste on a case-by-case basis.

Section 20: That SMC section 13.03.0302 is amended to read as follows:

13.03.0302 Mandatory Sewer Service – No Rights Created – Charge to Unconnected, Occupied Property

A. No wastewater, except stormwater, subject to applicable stormwater requirements, may be directly discharged into a natural outlet within the City of Spokane. All wastewater, sewage, wastes and waters, except stormwater, must be discharged into the POTW of the City of Spokane and/or into authorized on-site sewage disposal systems. This obligation applies to the owner of premises and to persons in possession, charge or control of the premises where prohibited discharges either originate or occur.

B. This chapter does not create rights for any individual or group to require construction of public sewers, connection thereto, or otherwise to receive sewer service from the City. The City reserves all rights to deny, limit or curtail service.

C. Charge to Unconnected, Occupied Property.

1. The ((city council)) City Council finds that the City is within a sole-source aquifer area. On-site sewage systems serving occupied premises should be discouraged to avoid degradation of the aquifer.

2. Occupied property derives a substantial benefit from the immediate availability of public sewer service, in addition to benefits from specific charges such as a general facilities charge or local improvement district assessments.

3. On-site sewage systems tend to delay the installation of sewer lines. Because sewers are the deepest utility in underground location, where sewer lines are delayed as an area continues to develop, a substantially greater expense arises to put in sewer lines beneath other utilities and fixtures which have been installed and ((pavement)) paved.

4. The charge for nonconnection of occupied premises to a public sewer where service is available shall be the rate assessed for such sewer service, except where prohibited by law.

a. For purposes of this section, service “availability” is determined by the ((~~director~~)) Wastewater Director, consistent with this chapter.

Section 21: That SMC section 13.03.0304 is amended to read as follows:

13.03.0304 On-site Sewage Disposal Systems – Policy to Limit

A. It is the policy and intent of the City of Spokane, ((~~the~~)) Spokane County ((~~of Spokane, the~~)) Spokane Regional ((~~County h~~)) Health ((~~d~~))District and various other agencies of the ((~~s~~))State and ((~~f~~))Federal governments that on-site sewage disposal be limited and discouraged and, except where specifically authorized by permit, prohibited in all areas, and that all sewage be discharged into the POTW.

B. No on-site sewage disposal system may be constructed, used or maintained in the City of Spokane without a written permit from the ((~~h~~))Health ((~~o~~))Officer certifying that it meets the requirements of the ((~~h~~))Health ((~~district~~)) District.

1. On-site sewage disposal systems must also meet the requirements of the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) and this code.

C. An on-site sewage disposal system is not permitted whenever:

1. public sewer service is available, as defined in subsection (D) of this section; or

2. the premises are occupied by a significant industrial user; or

3. public health or safety would be adversely affected.

D. Availability of Public Sewer Service.

1. For purposes of this section, except as provided in subsection (D)(2) of this section, public sewer service is available if a street, highway, alley or easement in which a public sewer is located runs within ((~~any point~~)) two hundred feet or less at any point from the boundaries of the premises concerned and said premises are located within the design area for the public sewer.

2. Availability may be deferred from the time public sewer service is located within two hundred feet or less of the property concerned, so long as:
   a. sewage disposal service needs are limited to existing residential uses or equivalent, but this does not extend to multiple-family residential needs;

   b. the property is not platted and there is no further development or change in land use; and

c. proximity to a public sewer arises from new construction initiated because of development other than on the premises concerned, and there is not otherwise determined to be a need for public sewer service to said premises.

3. Availability is determined by the ((~~public works director and utilities~~)) Wastewater Director, in the exercise of reasonable discretion.

E. Every owner, agent or occupant of any property constructing, using or maintaining an on-site sewage disposal system after public sewer service becomes available must discontinue use of the on-site facility and connect to the public system (POTW) upon the earliest of:

1. the time the on-site system fails or requires pumping, or

2. within one year after public service became available or so long as deferred under subsection (D)(2) of this section.

Section 22: That SMC section 13.03.0306 is amended to read as follows:

13.03.0306 Proper Connection of All Premises

A. Every owner, agent or occupant of any structure or premises used for human occupancy, employment, recreation or other purposes requiring sanitary facilities, or when the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) or ((~~h~~))Health ((~~o~~))Officer shall so order, must construct or cause to be constructed all necessary sanitary facilities and a proper and sufficient sewer for connection to the public sewer in accordance with City requirements unless specifically exempted therefrom in writing by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)).

B. A separate and independent side sewer is provided for each and every building or structure or any premises or property, except as authorized by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)).

1. A private sewer may be permitted in cases of engineering necessity, to prevent or correct a health or safety hazard, or for other good cause, all as determined by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) or ((~~h~~))Health ((~~o~~))Officer.

C. Said side sewer connects said building, structure or property and all toilets and pipes therein used as receptacle of or ((~~conductor~~)) conveyance of wastewater to the public sewer.

D. Upon discovery of a violation of this section, a notice of noncompliance is given to the owner, agent, or person in possession, charge or control of the premises which may allow up to thirty days for compliance.

1. A longer or shorter time may be set by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) or ((~~h~~))Health ((~~o~~))Officer as may be deemed necessary to protect the public health and safety.

2. No notice is required prior to or as a condition of taking any enforcement action.

Section 23: That SMC section 13.03.0308 is amended to read as follows:

13.03.0308 Easement – Agreement to Maintain Private Sewer

A. As an additional condition of allowing connection of a private sewer, the property owner may be required to execute and record at ((~~his~~)) owner's expense an easement appurtenant to and for the benefit of premises crossed by a private sewer on a form supplied by the ((director of engineering services)) Development Services Center. A maintenance agreement must be filed with Spokane County.

1. Said easement is to be in a form approved by the ((~~c~~))City ((~~a~~))Attorney and recorded against all properties.

2. It runs with the land and allows perpetual access to said private sewer by all premises crossed, to include all maintenance responsibilities shall be by property owners.

3. Grantors of property crossed mutually covenant to maintain said sewer for the use and enjoyment of all premises crossed or affected, as determined by the ((~~director of engineering services~~)) Director of Engineering Services.

B. Said easement is not subject to revocation without the written approval of the ((~~director of engineering services~~)) Director of Engineering Services.

1. The City has no maintenance or repair obligations for said private sewers.

Section 24: That SMC section 13.03.0310 is amended to read as follows:

13.03.0310 Multiple-dwelling Units – Duties of Owners and Occupants

A. Every owner, agent and/or person in possession, charge or control of any hotel, motel, manufactured home park, condominium, apartment house or other multiple-dwelling unit arrangement has the duty to furnish such fixtures or other adequate means of disposing of wastewater originating from the premises as are approved by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)). This section is supplemental to authority which may be exercised by other City officials.

B. In cases of hotels, motels, manufactured home parks, condominiums, apartment houses, other multiple-dwelling unit arrangements or any other areas the Wastewater

((~~d~~))Director ((~~of wastewater management~~)) deems to require public sewer service, the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) may require multiple tenants or the property owners to appoint an agent or agents responsible and accountable to the City for making payment for City sewer service whenever multiple billings are deemed unreliable or inconvenient.

1. Failure of an agent to discharge any duty imposed by this section does not relieve any property owner, tenant, occupant, customer or any other person of any legal obligation imposed herein and the City reserves all rights and remedies at contract and law.

Section 25: That SMC section 13.03.0312 is amended to read as follows:

13.03.0312 Disorders on Private Premises – Prompt Repairs

A. When any sewer, pipe, drain or on-site sewage disposal system located on private premises becomes obstructed, broken, out-of-order or otherwise inoperative, the ((~~h~~))Health ((~~o~~))Officer or the Wastewater ((~~d~~))Director, if the owner of such premises, customer, occupant or other person responsible for the care and management of the premises, or the agent of any of the foregoing (hereafter jointly and severally referenced as “owner/customer”) fails to correct the problem after two days’ notice to do so, and upon a determination that the public health and safety is or could be endangered thereby, causes such sewer to be removed, reconstructed, repaired, pumped, altered or cleansed, as deemed expedient, at the expense of the owner of such premises.

1. No notice is necessary in cases of imminent danger to the public health and safety.

B. Said broken, obstructed, out-of-order or otherwise inoperative sewers, pipes or on-site sewage disposal systems are declared public nuisances which may be summarily abated at the sole expense of the premises owner and/or responsible persons, notwithstanding any other provision of this chapter.

C. In the case of a publicly owned sewer line, where the disorder was not the result of problems which have been determined by the Wastewater ((~~d~~))Director to have originated from an identifiable premises or area, the owner/customer is not responsible for repair expenses, but must allow prompt and reasonable access where required by the Wastewater ((~~d~~))Director on any abutting premises for repairs and maintenance as ordered by the Wastewater ((~~d~~))Director.

1. Property owner/customers are further required to cooperate with the Wastewater ((~~d~~))Director to allow the utility to repair or maintain the line or must pay any additional costs incurred by the utility because of failure to cooperate and allow access, which may be billed as a cost of sewer service to the premises concerned.

2. Cooperation includes providing access and information known to the owner/customer about any special conditions, underground obstructions or other information of any special problems relating to access or repair or maintenance activities.

3. These obligations are supplemental to any other contractual undertaking or legal duty.

Section 26: That SMC section 13.03.0314 is amended to read as follows:

13.03.0314 Non-standard Strength Sewage – Special Arrangements

A. Non-standard strength sewage must be made to conform to standard strength sewage consistent with the requirements of this chapter prior to discharge into the POTW at the ((~~generator's~~)) generators or source's sole expense and liability.

B. The Wastewater ((~~d~~))Director may, however, by special agreement or arrangement accept non-standard strength sewage subject to additional charges and terms as the Wastewater ((~~d~~))Director deems appropriate.

Section 27: That SMC section 13.03.0318 is amended to read as follows:

13.03.0318 Unlawful to Dispose of Sewage

A. Except as authorized by this chapter, no person may dispose of sewage, water-carried wastes or polluted waters.

B. Sanitary sewage is disposed of only into a sanitary or combined sewer with proper payment of all fees and charges therefor, or to an authorized on-site sewage disposal system.

C. Industrial process wastewater and non-contact cooling water is disposed of only into a sanitary or combined sewer, or other sewer or place approved by the Wastewater ((~~d~~))Director, with proper payment of all fees and charges therefor.

Section 28: That SMC section 13.03.0322 is amended to read as follows:

13.03.0322 Use of Storm Sewers, Combined Sewers, Natural Outlets

Except as herein provided no person may discharge or cause to be discharged any wastewater, except stormwater, into a storm sewer. Additionally, notwithstanding the foregoing, non-contact cooling water or other wastewater (some unpolluted industrial process wastewaters) may be discharged upon approval of the ((~~c~~))City ((~~e~~))Engineer or ((~~POTW~~)) Wastewater ((~~d~~))Director and the Washington State ((~~d~~))Department of

((~~e~~))Ecology to a storm sewer, combined sewer or natural outlet. Any such discharges may not cross over a public walk or way.

Section 29: That SMC section 13.03.0324 is amended to read as follows:

13.03.0324 Prohibited Uses of Public Sewers

Absolute prohibited uses of a public sewer are stated in SMC 13.03.0406. In addition to these requirements, no person may directly or indirectly discharge or suffer or permit a discharge into any public sewer any of the following without previous written authorization from the Wastewater ((~~d~~))Director and payment of all required fees and charges therefor:

A. The contents of any tank or container owned or used by any person in the business of pumping, collecting, transporting or receiving sewage, effluent, septage or other waste substances, unless said person has obtained prior testing and written consent, as required by the Wastewater ((~~d~~))Director, and paid all fees assessed for such discharge; or

B. Any non-standard strength sewage.

Section 30: That SMC section 13.03.0330 is amended to read as follows

13.03.0330 Unauthorized Connection to Public Sewer

No unauthorized person or entity may uncover, make any connection with, open into, use, alter, damage or disturb any public sewer or appurtenance thereof without first obtaining written permission from the ((~~division of public works and utilities~~)) Wastewater Director, obtaining permits as required by this code and Article VI of this chapter, and paying fees therefor.

Section 31: That SMC section 13.03.0502 is amended to read as follows:

13.03.0502 Grease Control Devices.

Any commercial facility which generates grease waste including but not limited to hotels, boardinghouses, restaurants, or food processing facilities, shall install an approved type of grease control device at the owner's expense and liability, as part of their waste disposal system. Installation may be required for other facilities by the ((~~director, the building and planning department~~)), Wastewater Director, Development Services Center, Planning Services, or the ((~~h~~))Health ((~~e~~))Officer. Design and construction of grease control devices and associated piping shall be in accordance with the more restrictive of the Side Sewer Installation Handbook and Uniform Plumbing Code and must be configured to be readily accessible for maintenance and inspection.

Section 32: That SMC section 13.03.0503 is amended to read as follows:

13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility which discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner's expense and liability. Installation may be required for other facilities by the ((~~director, the building and planning department~~)), Wastewater Director, Development Services Center, Planning Services, or the ((~~h~~))Health ((~~o~~))Officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622.

Section 33: That SMC section 13.03.0504 is amended to read as follows:

13.03.0504 Installation

Grease, oil and sand interceptors or other necessary removal facilities are installed on premises at the owner's expense and liability when, in the opinion of the ((~~b~~))Building ((~~o~~))Official, they are necessary for the proper handling of wastewater from the premises of origination. All interceptors are of a type and capacity approved by the ((~~b~~))Building ((~~o~~))Official and located as to be readily accessible for cleaning and inspection.

Section 34: That SMC section 13.03.0508 is amended to read as follows:

13.03.0508 Grease Control Devices, Oil/water Separators, Sand Traps—Maintenance

A. All grease control devices, oil/water separators, and sand traps shall be maintained by the owner, at his or her expense and liability, in good order and condition at all times. Existing grease control devices connected to public sewer shall be, cleaned, inspected, and adequately documented per Subsection C. If the grease control device, oil/water separator, or sand trap fails the inspection as not being up to City standards, such device will have to be repaired or replaced at the owner's expense.

B. Grease control devices, oil/water separators, and sand traps shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, obstruction, or interference with the operation of the sanitary sewer system. All devices must be maintained as described below, or in a manner and frequency consistent with manufacturer specifications and guidance.

    1. Hydromechanical grease interceptors shall be cleaned at least once every thirty days, or when the device is filled to twenty-five percent or more of capacity with grease or settled solids, whichever comes first.

2. Gravity grease interceptors shall be cleaned by a wastewater hauler at least once every ninety days, or when the last chamber is filled to twenty-five percent or more of capacity with grease or settled solids, whichever comes first. Grease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.

3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with manufacturer specifications and guidance.

4. Oil/water separators and sand traps shall be serviced by a licensed waste disposal company when the sediment in the bottom of the device exceeds six inches in depth, when accumulated trash or debris is observed, or when there is one inch or more of floating oil, whichever comes first.

5. Grease control devices and oil/water separators shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, and tees. Water removed during cleaning shall not be returned to the grease control device or the oil/water separator, nor the downstream sewer.

6. The use of chemical or biological additives, enzymes or surfactants acting as grease emulsifiers is not permitted as a method for cleaning the grease control device.

C. Users shall maintain records on site for a period of at least three years as follows:

1. Users with an installed grease control device or oil/water separator shall maintain records showing that the control device has been properly maintained and cleaned as required by Subsections A and B.

2. Users shall maintain records showing the following related to all wastes hauled off site: date and time material removed off site; volume removed; licensed wastewater hauler or hazardous waste disposal company name.

D. Grease control devices shall be kept free of inorganic solid materials, such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc.

E. The Wastewater ((d))Director may grant an exception to the requirements of Subsections B.2 where the Wastewater ((d))Director finds, based on evidence presented by the user, that a less frequent cleaning schedule will be sufficient to assure that not more than twenty-five percent of the capacity of the grease control device will be filled with grease or settled solids.

F. The Wastewater ((d))Director may conduct an inspection of grease control devices, sand traps, and oil/water separators. The user shall make all facilities accessible for inspection, and shall provide inspection and maintenance records. The cost of the

inspections, any repairs to the public sewer, and any cleaning of the public sewer, necessitated by a lack of proper maintenance of the user's facilities, shall be billed as an additional utility service to the user.

Section 35: That SMC section 13.03.0602 is amended to read as follows:

13.03.0602 Inspections

A. Except as provided hereafter, whenever any side sewer or other connection is made with any public sewer or private sewer, or any part of such side sewer or other connection is constructed, the work shall follow the Side Sewer Installation Handbook and be inspected by the ((~~w~~))Wastewater ((~~supervisor~~)) Superintendent or designated ((~~w~~))Wastewater ((~~i~~))Inspector.

B. Sewer connections made within mobile home parks, or sewer connections relating to mobile homes, recreational vehicles, house trailers, campers or other similar vehicles located within private property lines shall also be subject to, permit and inspection requirements and the more restrictive of the plumbing code of the City SMC 17F.100 or the Side Sewer Installation Handbook.

C. The health officer inspects on-site sewage disposal systems as defined in regulations of the jurisdictional health agency in the City.

D. Side sewer stubs are inspected by the ((~~wastewater management department~~)) Engineering Services Department and/or Wastewater Maintenance and Collections Department.

Section 36: That SMC section 13.03.0606 is amended to read as follows:

13.03.0606 Sewer Taps

Sewer taps to public sewers require a tapping permit and payment of special connection charges where applicable. Only "Y" or "T" branch sewer taps are permitted to a public sewer unless a special tap permit is granted by the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

Section 37: That SMC section 13.03.0608 is amended to read as follows:

13.03.0608 Sewer Local Improvement District Waiver Agreement

A. Where an owner of property seeks to connect to the POTW, and the ((~~division~~)) Wastewater ((~~d~~))Director ((~~of public works and utilities~~)) determines either that lateral service is unavailable or that public sewer service is being provided on an interim basis, then such owner must obtain from the ((~~department of engineering services~~)) Development Services Director and execute, as a condition of connection, a sewer

waiver agreement for a ((l))Local ((i))Improvement ((d))District (LID) sewer assessment.

B. Said agreement provides that the signatory:

1. waives the right to protest the establishment of any ((l))Local ((i))Improvement ((d))District for the installation of a public sewer which may be proposed and/or to claim lack of benefit or less benefit than the amount of the assessment; and

2. will join in any LID petition creating such district.

C. The owner records said agreement and pays all filing fees required for the recording of said agreement with the Spokane ((c))County ((a))Auditor.

Section 38: That SMC section 13.03.0610 is amended to read as follows:

13.03.0610 Costs of Installation and Connection – Indemnity

A. All costs incident to the installation and connection of a side sewer, special side sewer or private sewer are paid by the owner.

B. The owner and/or agent performing installation and connection must indemnify the City from any loss, liability or damage that may directly or indirectly be occasioned by the installation of the owner's side sewer, special side sewer or private sewer and be responsible to repair and restore any defects or problems in the vicinity of the construction for a period of two years from the date of inspection by the ((sewer maintenance supervisor)) Wastewater Superintendent.

1. A bond or other adequate security to insure this obligation may be required by the Public Works ((d))Director ((of public works and utilities)) based on the nature and size of the construction.

Section 39: That SMC section 13.03.0616 is amended to read as follows:

Section 13.03.0616 Eligibility for Side Sewer Permit

A side sewer permit is issued only to a person or business having a current state general contractor's license or the appropriate specialty ((contractors)) contractor's license, or a bona fide property owner constructing a side sewer at ((his)) the place of residence who furnishes reasonable proof of ownership.

Section 40: That SMC section 13.03.0620 is amended to read as follows:

13.03.0620 Opening Street – Requirements

A. When a sewer is constructed requiring the opening of the street, the paving and earth must be deposited in a manner that will cause the least inconvenience to the public and provide for free drainage along the gutter.

1. One-half of the street must be kept clear for the passage of vehicles and bridgeways must be provided on sidewalks for foot passengers.

2. In refilling the pipe zone and trench, refer to Design Standard A-1 ((~~the earth must be deposited in layers of not more than six inches in depth and be well tamped or thoroughly flushed with water, or~~)) as prescribed in regulations, or as required by the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent, to prevent ((~~after~~)) settlement.

B. As soon as any such drain or sewer is completed, the paving, curbing and sidewalk must be restored to a condition equal to or exceeding that existing previous to the excavation and all rubbish and surplus earth must be immediately removed.

C. On arterial streets and avenues, traffic is to be routed and controlled and construction performed as may be directed by the ((~~d~~))Director of ((~~engineering services~~)) the Development Services Center or the ((~~s~~))Street ((~~d~~))Director.

Section 41: That SMC section 13.03.0622 is amended to read as follows:

13.03.0622 Sewer Construction Regulations

A. The ((~~d~~))Director of ((~~engineering services~~)) the Development Services Center prepares and updates "Regulations Governing Sewer Construction in the City of Spokane."

1. Copies of the regulations may be obtained ((~~in~~)) from the ((~~department of~~)) ((~~e~~))Engineering ((~~s~~))Services Director, or it can be located on the City of Spokane website.

B. The regulations contain specifications relative to materials, construction, procedure, inspection, backfilling and responsibilities in sewer installations. The permissibility of specific installations not fully covered by the regulations, General Special Provisions, or Design Standards and Standard Plans are determined by the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent at the time of occurrence in accordance with the spirit and purpose of the regulations.

C. Revision of or addition to the regulations may be made by the Engineering Services ((~~d~~))Director ((~~of engineering services~~)) as specified in SMC 13.03.0902.

Section 42: That SMC section 13.03.0624 is amended to read as follows:

13.03.0624 Inspection Procedures – Completed Work

A. Notice must be given to the Wastewater Superintendent ((~~sewer maintenance supervisor at his office~~)) requesting inspection of all sewer work as provided herein and as provided in the "Regulations Governing Sewer Construction in the City of Spokane."

1. The ((~~sewer maintenance supervisor~~)) Wastewater Superintendent, or designee, thereafter inspects the same. The connection must be made in the manner prescribed in this code or by regulations, and to the satisfaction of the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent, before the trench is filled.

2. Costs of excavation in the event of noncompliance are borne entirely by the owner and/or the owner's agent contractor.

B. Sewers subject to inspection must be inspected and found satisfactory before covering pipe.

1. The contractor must have a ladder on the job or a sloping ditch so that the inspector can readily enter the ditch.

2. If the inspector deems a ditch unsafe, he/she need not enter it or complete the inspection.

3. Reinspection occasioned by faulty or improper work or failure to comply with these provisions may be charged to the contractor or owner.

All requirements of the State of Washington ((~~d~~))Department of ((~~l~~))Labor and ((~~i~~))Industries apply to persons working under this code.

Section 43: That SMC section 13.03.0626 is amended to read as follows:

13.03.0626 Notice to ((~~Sewer Maintenance Supervisor~~)) Wastewater Superintendent

A person desiring to construct or repair a sewer in any street, alley or easement in which the sewer is located must give at least twenty-four hours' notice before commencing work to the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

Section 44: That SMC section 13.03.0628 is amended to read as follows:

13.03.0628 Compliance Inspections

A. Authorized personnel of the ((~~h~~))Health ((~~o~~))Officer, the ((~~w~~))Wastewater ((~~m~~))Management ((~~d~~))Department, or the ((~~building and planning~~)) Development Services Center ((~~d~~))Department shall have the right to enter, during hours of operation upon any premises, public or private, as reasonably necessary to enforce

the provisions of this chapter, any other ordinance relative to wastewater control, or any regulation or order adopted or issued pursuant thereto.

B. The owner or occupant of any house, building, or property shall specifically allow City officials to inspect on site the nature of wastes intended to be discharged into a public sewer and/or on-site sewage disposal system.

C. In the event there appears to be a violation, the City, in addition to any other power or authority reserved in this chapter, may issue a notice of violation, requiring the party to whom the notice is directed to correct the violation within thirty days of the date of the notice.

    1. Failure to take such corrective action is an additional violation of this chapter.

    2. No notice is necessary in case of emergency or as a prior requirement to taking any other enforcement action authorized by this chapter.

Section 45: That SMC section 13.03.0632 is amended to read as follows:

13.03.0632 Construction Plans – Private Pump Station

A person desiring to construct a private pump station intended to be connected with or discharged into any sewer must, before beginning work, file with the ((~~d~~))Department of ((~~e~~))Engineering ((~~s~~))Services two copies of plans, specifications, design calculations and any other information deemed necessary by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services. Said plans, specifications and design calculations, or copies thereof, are filed with the ((~~d~~))Department of ((~~e~~))Engineering ((~~s~~))Services and ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

Section 46: That SMC section 13.03.0634 is amended to read as follows:

13.03.0634 Changes to Approved Plans – Inspections

A. A change to the approved plans must have prior written approval of the ((~~division~~))((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services.

    1. The ((~~sewer maintenance supervisor~~)) Wastewater Superintendent has the authority to stop any work if the ((~~supervisor~~)) Wastewater Superintendent determines that the work is not being performed according to approved plans, and to direct correction of such work to comply with the approved plans and specifications.

B. Inspection of private pump station construction is by the ((d))Director of ((~~e~~))Engineering ((~~s~~))Services and/or the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

1. Pump stations connected to on-site sewage disposal systems are also subject to health officer approval.

Section 47: That SMC section 13.03.0702 is amended to read as follows:

13.03.0702 Special Connection Agreements – Execution

Whenever the connection to a City public sewer requires a written agreement, the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services is authorized to execute it on behalf of the City.

Section 48: That SMC section 13.03.0704 is amended to read as follows:

13.03.0704 Special Connection Charge Authorized – Basis

A. In addition to sewer connection permit fees required by this code, there is imposed, and the owners of properties which have not been assessed or charged or borne an equitable share of the cost of the City's sewerage system must pay prior to connection to a City sewer, a special connection charge in an amount to be computed under SMC 13.03.0712.

B. Property owners subject to the special connection charge must execute and record all appropriate documents required by this chapter necessary to secure full payment and costs of collection, including reasonable attorney's fees.

C. Projects subject to the special connection charge are specifically identified by the City and are subject to the express review and approval of the ((~~c~~))City ((~~c~~))Council.

Section 49: That SMC section 13.03.0706 is amended to read as follows:

13.03.0706 Notice

A. The City records appropriate notice with the Spokane ((c))County ((~~a~~))Auditor concerning real property (which has been specifically identified by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services and approved by the ((~~c~~))City ((~~c~~))Council as property for which sewer facilities either have been constructed or which it contemplates will be constructed) for which a special connection charge will be levied upon connection of such property to the City sewer system, pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180.

B. Such notice shall be effective until there is recorded with the Spokane ((~~c~~))County ((~~a~~))Auditor a certificate of payment and release executed by the City, which certificate must be recorded within thirty days of full payment of such special connection charge.

Section 50: That SMC section 13.03.0708 is amended to read as follows:

13.03.0708 Payment

A. Cash or Contract.

1. The special connection charge is paid in cash or under installment contract within the discretion of the City.

    a. Interest charged under an installment contract is at the same rate as the effective annual interest of the most recent City of Spokane ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))District bond issue, computed annually on unpaid balances.

2. Such contract must provide:

    a. for a down payment of twenty percent of the total connection charge, payable upon execution of the contract;

    b. for payment of the balance in ten installments, payable annually;

    c. that any unpaid balance may be paid in full in any year at the time the annual payment of such year is due and payable.

    Such contract contains the legal description of the property served by the sewer, is executed and acknowledged by the property owner and is recorded by the City with the Spokane ((~~c~~))County ((~~a~~))Auditor, at the expense of the property owner.

3. The special connection charge is paid in full or the installment contract is executed, as a condition precedent to the issuance of a permit for connection to the City sewer system.

B. Unpaid Charges.

1. Delinquent payments of special collection charges under such installment contract or otherwise unpaid special collection charges are a lien upon the described property as provided in RCW 35.67.220, enforceable in accordance with RCW 35.67.220 through RCW 35.67.280.

2. Upon full payment of the charges due, the Chief Financial Officer ((~~finance, treasury and administration division director~~)) on behalf of the City executes and delivers to the property owner a release of such lien.

Section 51: That SMC section 13.03.0710 is amended to read as follows:

13.03.0710 Project Accrued Interest

A. In addition to interest charges allowable under payment by installment contract, the amount of the special connection charge includes the project accrued interest on the construction costs, computed from the date of construction of the sewer system until the date of connection, except that the computation period shall not exceed ten years.

B. The project accrued interest is set by the City ((~~t~~))Treasurer at a rate commensurate with the interest rate of the ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))District bond issue most recent to the date of ((~~c~~))City ((~~c~~))Council approval of the project for special connection charges, or as otherwise determined pursuant to RCW 35.92.025, except the:

1. interest may not exceed ten percent, and

2. aggregate amount of interest charge to a property may not exceed the share of the cost of the system allocated to that property.

Section 52: That SMC section 13.03.0712 is amended to read as follows:

13.03.0712 Special Connection Charge – Computation

A. Determination by Director of Engineering Services.
The special connection charge imposed pursuant to this chapter is paid into the sewer fund and is computed based on the areas to be served by the sewer, which determination is made by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services. Notwithstanding the methods of computing the special connection charge provided below, the City may use any other method or combination of methods to compute special connection charges which may be deemed to most fairly reflect the sewer service to the properties subject to the special connection charge. The amount may be computed as follows:

1. Method I: Lineal Front Footage – Square Footage.

a. Lateral Sewers.
The lineal feet of frontage of property to be served by the sewer, as determined by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services, is multiplied by the average cost per front foot of lateral sewers constructed in the City for the year in which the sewer to which the property is to be connected was constructed and accepted.

i. Exhibit “A” to Ordinance C26649 shall set forth those costs per front foot of lateral sewers previously completed and accepted by the City.

b. Trunk Sewers.
The number of square feet of property to be served, as determined by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services, is multiplied by the

cost per square foot of service area (in the year of actual construction) of the trunk sewer to which a connection is being made.

i. Exhibit “A” to Ordinance C26649 shall set forth those costs per area served of trunk sewers previously completed and accepted by the City.

2. Method II: Actual Cost.
For those specifically identified projects (as determined by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services) where the computation of special connection charges for trunk sewer can be determined based on actual cost and where the City can identify at the outset of the project the service area and those properties for which the sewer facilities have been constructed, the special connection charge may be computed as follows:

a. Trunk Sewers.
The trunk service area is divided generally into those zones which are immediately serviceable by the trunk (with the addition of lateral lines) and those zones which are not serviceable by the existing trunk without an extension or subtrunk (plus the necessary laterals). Each separate lot, tract, parcel or other property within the trunk sewer service area is divided into those zones, as determined by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services.

i. Based upon the specific project cost, the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services computes an estimated cost of completing the trunk system necessary to serve the entire service area.

ii. A cost per acre is then computed for the entire service area and this cost is the basis for special connection charges within the zone receiving immediate trunk sewer service from the completed project.

iii. The special connection charges outside the immediately serviceable zone are based upon the average cost per acre after the charges for the immediately serviceable zone are deducted from the specific project costs.

b. Lateral Service in Conjunction with Trunk Service.
Where lateral service is provided together with trunk sewer service (i.e., a side sewer connecting directly into the trunk line), a lateral service fee may be charged as a part of the special connection fee.

i. This lateral fee is determined by multiplying the average cost, per square foot of area served, of lateral sewers constructed and

accepted in the City in the year in which the sewer being connected to was constructed and accepted, by the area being served by the new connection.

c. The projects described above are subject to the approval of the city council for this charge and are specified in Exhibit "B" to Ordinance C26649.

B. Annual Average.
The ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services is authorized to annually compute and establish the average cost per area for lateral and trunk sewers completed by ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))District and accepted by the City during the previous calendar year, which average assessment is used in computing the special connection charge imposed under this section.

1. The ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services is also authorized to compute and establish the special connection charges based on actual construction costs for lateral and trunk sewers, constituting special projects for which properties subject to the special connection charge can be identified at the outset of the project.

2. Such actual costs and the manner in which the special connection charges will be computed are determined by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services upon completion and acceptance of the project by the City.

3. Such special projects shall be designated by project name and shall conform to the notice requirements of SMC 13.03.0706.

4. A copy of the rates for computation of special connection charges is delivered and filed with the ((~~c~~))City ((~~c~~))Clerk. Annual rate computations based on average costs are filed with the ((~~c~~))City ((~~c~~))Clerk each year.

Section 53: That SMC section 13.03.0730 is amended to read as follows:

13.03.0730 Wastewater General Facilities Charge General Provision – Long Connections

A. There is hereby imposed a wastewater General Facilities Charge (GFC). The GFC is a utility rate surcharge assessed at the time of connection or service upgrade. Its purpose is to defray costs to the general utility system as a result of new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs. The GFC program is separate from ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))Districts, latecomer charges or other special connection charges.

B. The GFC charge is collected at the time of connection, time of application for a building permit, or other time as deemed most administratively convenient by the ((~~director~~)) Wastewater Director and shall be considered a contribution to capital and not a cost of providing service.

1. The amount of the wastewater GFC for wastewater (sewer) utility connections will be based on water meter size for domestic water service to the premises, since water meter size provides a measure of domestic water use and, correspondingly, wastewater generated.

2. In case of a ((~~p~~))Planned ((~~u~~))Unit ((~~d~~))Development (PUD), binding site plan, or other circumstance where a new direct customer connection is not made to the sewer system, but where there is the effect of a new dwelling unit or customer demand increase, as where new dwelling units are added to a master meter account, a GFC shall be assessed in like manner as if the demand upgrade were through a direct new customer connection unless the applicable GFC charge was previously included in the purchase of the master meter. New dwelling units shall include without limitation, accessory dwelling units (ADU) and other residential units co-located on a property as these additions have a direct impact on the utility system.

3. For water service connections not included in a master meter account, any existing connection should be counted toward the GFC such that the charge is only for the differential between existing and new meter sizes. A customer demand increase or addition of new units that does not require an increase in meter size does not incur a GFC.

4. For those situations where an existing customer requests an increase or larger meter size, the GFC will be assessed based on the current cost difference between the existing meter size and the new size requested.

5. If there is an existing water service or new water service installed to serve a parcel and more than one City meter is installed to serve units on the parcel, a GFC will be assessed for each additional City meter based on size and current GFC costs.

C. Long Connection Option.

1. When a customer near an area with existing utility service desires to connect to such utility service where lines have not yet been extended for direct service to the customer's area or property (a "long connection"), the Wastewater ((~~d~~))Director may allow a long connection to existing facilities. The decision to allow a long connection is discretionary, considering the needs of the existing customers, the limits of the current system or any other appropriate factors.

2. As a condition of a long connection, the customer must satisfy any conditions imposed by the Wastewater ((d))Director, including obtaining any necessary easements, payment of all costs of additional installations, and payment of a non-refundable charge determined by the Wastewater ((d))Director based on engineering principles estimated to be what the customer would be required to pay if connection were deferred until direct service became available.

    a. Such charge may be accepted as a nonrefundable prepayment for the size of the connection furnished.

    b. This option may also be applied to upgrades.

Section 54: That SMC section 13.03.0732 is amended to read as follows:

13.03.0732 Wastewater General Facilities Charge (GFC) – Schedule of Charges

A. Findings – General Facilities Charge.

The City Council finds:

1. General ((f))Facilities ((c))Charges are intended to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new connections and equitable share of the cost of the system.

2. There is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.

3. It is in the public interest that those adding additional costs or burdens to the City sewer system by creating need and demand for new system growth and infill needs in the City sewer system should pay uniform GFC for all new or upgraded utility service.

4. The City's policy is to not waive GFCs. However, offset of the developer's cost of the GFC will be identified from non-utility revenue sources, such as grant dollars or other general fund revenues. Such offset must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the ((Director of)) Public Works Director.

B. Charge for new service or new upgrades

1. For new service or new upgrades to existing service from the City sewer system, a wastewater GFC is assessed as provided based on the schedules in

SMC 13.03.0734. The charge will be based on the water meter size that would otherwise be required for the facility without fire flow and/or irrigation flow.

a. Upgrades are charged at the current difference between the old and new connection size charges.

2. The GFC is to be used to finance improvements to address impacts to the system created by new system growth and infill needs created by new or upgraded customers.

3. Annual Increase: The GFC Charges in SMC 13.03.0734 are generated from an analytical analysis, one copy which shall be kept on file with the City Clerk's ((~~o~~))Office ((~~of the city clerk~~)) and which was adopted and incorporated herein by reference. GFC charges in SMC 13.03.0734 will increase annually based on Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. This annual increase will start March 5, 2024, and occur each January 1 thereafter. The City will publish a public rule update with the new GFC charge by January 1st of each year. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

4. Adjustments.

   Prior Payment of Similar Charges: The charge for a wastewater connection can be adjusted for facilities with water tap sizes two inches and greater when the tap size also accounts for fire flow and/or irrigation flow upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Wastewater ((~~Management~~)) Director.

   a. To be eligible for such adjustment, a party required to pay a wastewater GFC must submit a written application to the Wastewater ((~~Management~~)) Director, together with any supporting materials and explanation. The Wastewater ((~~Management~~)) Director must receive such materials at the time of application for connection of the subject premises.

   b. No adjustment may exceed the amount of the GFC applicable to the connection requested.

5. The wastewater GFC applies in addition to all other connection, permit or other fees required by this code or elsewhere, to parties seeking to connect premises who have not paid an equitable share of the cost of the City's sewer system as determined by the Wastewater ((~~Management~~)) Director.

6. The charge is due and payable in full at the time of application for connection or as otherwise ordered by the ((~~Director of~~)) Public Works Director.

7. The Wastewater ((~~Management~~)) Director may record appropriate notice with the Spokane ((~~c~~))County ((~~a~~))Auditor concerning areas subject to the wastewater GFC in accord with RCW 65.08.170 and RCW 65.08.180, as applicable.

8. Any offset of GFC Charges shall be through non-utility revenue sources such as grant dollars or general fund dollars. The qualifications for such offset are established in Public Rule 5200-23-01.

9. Any future incentives, waivers, offsets, or deferral of GFC charges will be funded through payments from other funding sources. Incentives, waivers, and deferral will not result in lost revenue to the ((~~u~~))Utility for new system capacity.

Section 55: That SMC section 13.03.0734 is amended to read as follows:

13.03.0734 Appendix A – General Facilities Charge Schedule

Appendix A – Wastewater General Facilities Charge Schedule

Section 56: That SMC section 13.03.0802 is amended to read as follows:

13.03.0802 Connections Authorized

A. City sewer utility service is initially intended to provide for the needs of the residents of the City of Spokane. The City reserves the right to decline to serve any area outside the City, or to condition such service upon entry into a written contract, upon such additional terms and conditions as may be determined at the time service is requested or thereafter, as municipal needs may require, in accord with ordinances established by the ((~~c~~))City ((~~c~~))Council, considering additional expenses imposed or burdens created by outside the City sewer service.

B. Pursuant to authority granted by RCW 35.67.310, the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) is authorized to enter into agreements for and on behalf of the City with owners of property beyond the city limits permitting connection of such property with the City's sewers upon the terms and conditions and subject to the payments prescribed in this Article when, in his judgment, such connection will not overload or imperil the City's sewer system, including collection and transmission capacity as well as treatment and discharge capabilities for current or future City customer needs, and as further subject to any other applicable laws or restrictions.

C. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, in addition to the provisions of SMC 13.03.0804, any other portions of this chapter or chapter 13.01 SMC may be applied by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) where deemed necessary, as terms and conditions of service to outside the City customers.

Section 57: That SMC section 13.03.0804 is amended to read as follows:

13.03.0804 Specifications of Agreement

A. All such agreements:

1. specify the property to be connected with the City sewer system;

2. grant permission for connection upon payment of prescribed fees and charges therefor;

3. require the property owners to construct such connection in accordance with City plans and specifications and under the supervision of the ((~~division~~)) ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services, without cost or expense to the City;

4. provide that the property owner may not allow any additional property to be served by such connection;

5. require such property owner to pay any sewer utility charge and also all applicable fees and special connection charges fixed by ordinance, which special connection charge is to be paid in cash or in installments in the manner provided by Article VII of this chapter with interest at the rate established by ordinance;

6. agree to the grant of a lien on the described property securing the full payment of all fees and charges, together with costs of collection and reasonable attorney fees;

7. provide that the lien may be enforced in the event the property owner does not fully perform the terms and conditions of the agreement; and

8. further provide that such agreement be recorded in the Spokane County Auditor's ((~~o~~))Office ((~~of the county auditor~~)), at the expense of the property owner, and constitute a covenant running with the land binding upon the property owner and heirs and assigns, and upon any parties subsequently acquiring any right, title, or interest in said property.

B. Such agreements provide that the signatory shall support any procedure for the annexation of the property to the City.

Section 58: That SMC section 13.03.0902 is amended to read as follows:

13.03.0902 Rates and Regulations

A. Rates and charges for sewer service are established by resolution of the ((c))City ((c))Council, as provided in SMC 8.02.071.

B. Construction and connection fees are set forth in SMC 8.02.037, except that the ((d))Director of ((e))Engineering ((s))Services determines the terms and conditions of connection of properties outside the City limits, as provided in Article IX of this chapter, and computes special connection charges, as provided in Article VII of this chapter.

C. The Wastewater ((d))Director has the authority to fix a schedule of charges for items and services not otherwise provided for and to promulgate rules and regulations as required for proper operation of the City's sewerage system.

Section 59: That SMC section 13.03.0904 is amended to read as follows:

Section 13.03.0904 Payment – Delinquency – Lien

A. All charges for services rendered, including utility service, special jobs, labor and materials and connection fees are payable to the ((c))City ((t))Treasurer.

B. If such charges are not paid, upon delinquency the amount thereof shall become a lien against the premises receiving sewer service as provided in RCW 35.67.200 et seq., and may further be enforced as provided in the applicable laws.

1. Interest on delinquencies subject to this chapter is eight percent per ((annum)) year, computed on a monthly basis. (See RCW 35.67.200)

C. All additional lien and enforcement rights by statute and at common law are reserved by the City.

D. The sewer service lien is effective six months without filing, as permitted by RCW 35.21.210.

1. Alternatively, and in lieu of the provisions of that statute, the City has a lien for one year's delinquent service charges or such period of delinquency as may apply up to said time limit, as permitted by RCW 35.67.215.

2. The foreclosure action may be commenced at any time after six months subsequent to furnishing of sewerage service, as provided in RCW 35.67.230.

E. As provided in RCW 35.67.290, any lien authorized by chapter 35.67 RCW may be enforced by cutting off the water service from the premises to which such sewer service was furnished after the charges become delinquent and unpaid, until the charges are paid.

1. The right to enforce the lien by cutting off and refusing water service shall not be exercised after two years from the date of the recording of sewerage lien

notice except to enforce payment of six months' charges for which no lien notice is required to be recorded; provided further, water service shall not be shut off to a new tenant not responsible for a prior delinquency to the extent required by law.

Section 60: That SMC section 13.03.0908 is amended to read as follows:

13.03.0908 Abatement of Public Nuisance

A. Notwithstanding any other provision of this chapter and in addition thereto, the maintenance of any condition ((~~inimical~~)) jeopardizing to the public health and safety, or creating or tending to create a risk to the public health or safety, specifically including accumulations of raw or treated sewage or sludge of any nature, or danger or possibility thereof, or contamination of any public or domestic water supply system or well, or a danger or possibility thereof, constitutes a public nuisance and, in the discretion of the Wastewater ((~~sewer maintenance~~)) ((~~i~~))Inspector, ((~~b~~))Building ((~~o~~))Official, ((~~w~~))Water ((~~i~~))Inspector, Public Works ((~~d~~))Director ((~~of public works and utilities~~)) or ((~~h~~))Health ((~~o~~))Officer is subject to immediate abatement by the City at the premises owner's and/or other responsible person's expense and liability.

B. Abatement of any nuisance as above defined may be billable as a utility service furnished to the premises wherein the condition arose or exists.

C. This section does not limit the premises owner's or other party's rights to seek recovery against other responsible persons.

D. Specifically, any violation of the City's wastewater pretreatment program, Spokane Municipal Code - Chapter 13.03A: Pretreatment, including the regulations and orders made pursuant to its authority, is a public nuisance and is subject to abatement, including summary abatement, by the Wastewater ((~~d~~))Director, the ((~~h~~))Health ((o))Officer or the Washington State ((~~d~~))Department of ((~~e~~))Ecology, all at the expense of the responsible party.

Section 61: That SMC section 13.03.0910 is amended to read as follows:

13.03.0910 Suspension of Service

A. In case of emergency, equipment failure, inaccessibility or for other reasons as directed by the Wastewater ((~~d~~))Director ((~~or sewer maintenance supervisor~~)) in the interests of the public health and safety, sewer or water service may be temporarily or permanently suspended to one or more premises or locations within the City with or without notice.

B. Service to any premises may be suspended for nonpayment of accounts. Such suspension does not relieve the person owing such account from the duty of complying with the provisions of this title. Such suspension renders the premises

where such service is suspended subject to condemnation for sanitary reasons and/or exercise of municipal power to abate a public nuisance at the risk and expense of the owner of the premises and/or other responsible persons.

Section 62: That SMC section 13.03.0912 is amended to read as follows:

13.03.0912 Equipment – Projects – Minor Expenditures

A. To the maximum extent permitted by state law, the City may acquire such equipment, engage in projects, enter into contracts and perform such functions as may enable it to carry out wastewater collection and treatment responsibilities and such other purposes as the ((~~c~~))City ((~~c~~))Council may direct. These powers are broadly construed to accomplish their intended purpose.

B. The ((~~c~~))City ((~~c~~))Council approves departmental expenditures of funds for equipment and projects, which may be funded by the respective department fund, by grant or by appropriation from federal, state or local resources as the ((~~c~~))City ((~~c~~))Council may authorize.

C. Any expenditure of less than ((~~two thousand five hundred~~)) fifty thousand dollars may be made without ((~~c~~))City ((~~c~~))Council approval, except all such expenditures shall be from the wastewater management fund.

Section 63: That SMC section 13.03.0914 is amended to read as follows:

13.03.0914 Responsibility for Non-((~~p~~))Public Sewers – No Duty

A. The City assumes no responsibility whatsoever for any side sewers, special side sewers, private sewers or other non-public sewers or other such pipes, fixtures or appurtenances. The City's lack of responsibility includes costs of construction, repair and/or maintenance and liability for losses, claims, damages or injuries arising directly or indirectly from the use or existence of all such non-public pipes and fixtures.

B. Except as required by the general laws of this state, the City assumes no responsibilities for utility service or wastewater disposal or treatment or for the construction, repair or maintenance of public sewers. This code shall not be construed to expand such responsibilities. This chapter and code shall not be construed to add to or expand any municipal duty to any particular person, class or entity. Any duty nonetheless deemed created is to be strictly construed as a duty to the general public.

Section 64: That SMC section 13.03.0916 is amended to read as follows:

13.03.0916 Penalty

A. Any person who violates or fails to comply with any of the provisions of this chapter, or who counsels, aids or abets any such violation or failure to comply is subject to

penalty as provided in SMC 1.02.950 in addition to any other remedy provided in this chapter.

B. Noncompliance after expiration of a time specified in any notice authorized in this chapter is a separate violation for each notice.

    1. Each day of a continuing violation constitutes a separate and additional violation.

C. Annually, the Wastewater ((~~d~~))Director ((~~of the department of wastewater management~~)) causes to be published in a newspaper of general circulation a list of parties who have received a notice of violation of the wastewater pretreatment program.

D. In all cases of violation of the wastewater pretreatment program restitution of damages, cost and expense is required.

Section 65: That SMC section 13.03.1024 is amended to read as follows:

13.03.1024 Wastewater Management Labor and Equipment – Basis

The Wastewater ((~~d~~))Director ((~~of wastewater management~~)) develops charges for labor and equipment based on the following considerations:

A. Labor costs are a combination of salary, commercial driver's license (CDL) pay, longevity pay, benefits and indirect costs.

    1. Salary.

        Top step of pay scale is used.

    2. CDL Pay.

        Only classifications that require a CDL as a condition of employment are calculated with a ten cents per hour surcharge.

    3. Longevity Pay.

        Local 270 classifications receive additional pay dependent on number of years of service with the City of Spokane. An average is calculated for each classification that receives longevity pay.

    4. Benefits Cost.

A charge calculated by percentage is applied to the total wages to recover costs for the City of Spokane benefits package. Benefits are determined annually – last determined by an independent consultant.

5. Indirect Cost.

   A charge calculated by percentage is applied to the total wages to recover costs for the City of Spokane indirect cost plan. Benefits are determined annually – last determined by an independent consultant.

B. Equipment costs are a combination of depreciation and replacement costs, and maintenance and operation costs, which are applied by the annual average hourly usage.

1. Depreciation and Replacement Costs.

   Straight-line depreciation is used for every piece of equipment.

   a. The calculation is historical cost divided by the average useful life in terms of years.

   b. Depreciation costs are applied after the equipment is fully depreciated – at this point the costs are applied to replacement costs.

2. Maintenance and Operational Costs.

   Includes all costs to maintain and operate equipment.

   a. Examples: fleet services ((~~maintenance and repairs~~)), internal maintenance and repairs, and fuel usage.

3. Annual Average Hourly Usage.

   Majority of equipment hourly calculations are based on annual average labor hours.

   a. Annual labor hours are based on two thousand eighty-eight hours per year less allocations for vacation leave, sick leave, floating holidays, daily crew meeting, breaks and equipment downtime.

4. Only construction crew heavy equipment is based on annual hour meter readings.

Section 66: That SMC section 13.03.1102 is amended to read as follows:

13.03.1102 "Adjusted"

“Adjusted” means revised or adjusted by the Wastewater ((d))Director.

Section 67: That SMC section 13.03.1104 is amended to read as follows:

13.03.1104 “Approved”

“Approved” means approved by the Wastewater ((~~d~~))Director unless otherwise specified.

Section 68: That SMC section 13.03.1106 is amended to read as follows:

13.03.1106 “Apartment Unit”

“Apartment unit” means a dwelling unit occupying a portion of a premises containing two or more dwelling units on a common account, as reflected in the records of the ((~~u~~))Utilities ((~~b~~))Billing division.

Section 69: That SMC section 13.03.1108 is amended to read as follows:

13.03.1108 “((~~Basic~~)) Domestic Service Charge”

“((~~Basic~~)) Domestic service charge” means charges applied to users of the wastewater treatment system for:

A. the cost to the City of Spokane attributed to:

   1. accounting services,

   2. local debts services,

   3. taxes,

   4. billing, and

   5. account collection

   for providing sewerage service; and

B. system improvements,

each to be divided by the approximate number of municipal sewer service accounts of users. The amount is set forth in SMC 13.03.1004.

Section 70: That SMC section 13.03.1114 is amended to read as follows:

13.03.1114 “Director”

“Director” means the Wastewater ((d))Director ((of wastewater management)) of the City of Spokane, or ((his)) authorized deputy, agent or representative.

Section 71: That SMC section 13.03.1116 is amended to read as follows:

13.03.1116 “Discharge”

“Discharge” means the quantity of wastewater, sewerage or other liquid material released into the sewage system of the City of Spokane as determined by:

A. constant metering by the City of Spokane of actual wastewater flow from a specific property; or

B. water consumption at a specific property as determined by actual metering of water supply from all sources; or

C. subsection (B) of this section, as adjusted for sanitary usage by employees and/or consumptive water uses determined not to contribute wastewater loading to the sewage collection and treatment system as measured by methods approved by the Wastewater ((d))Director.

Section 72: That SMC section 13.03.1136 is amended to read as follows:

13.03.1136 “Standard Wastewater Strength”

A. “Standard wastewater strength” or “standard strength sewage” means wastewater containing constituents typical of wastewater discharged from domestic dwelling units in the City of Spokane, specifically ((two)) three hundred ((ten)) milligrams per liter (mg/l) of BOD, ((one)) three hundred ((seventy)) milligrams per liter SS, and ((twelve and four-tenths)) five milligrams per liter P.

B. Wastewater which is determined, by analysis of monitored sample, by the Wastewater ((d))Director to be within the range of one standard deviation on either side of the typical value:

1. BOD between ((one)) two hundred ((sixty)) and ((two)) three hundred ((sixty)) milligrams per liter,

2. SS between ((one)) two hundred ((twenty-five)) and ((two)) three hundred ((fifteen)) milligrams per liter, and

3. P between ((nine-and-sixteen-hundredth)) four and ((fifteen and two-tenths)) six milligrams per liter,

and not containing other elements, materials or substances at concentration levels or amounts known to be detrimental to the structure or operation of the Spokane wastewater treatment system or hazardous to the health of municipal employees, and which will not cause the municipality to violate its National Pollutant Discharge Elimination System (NPDES) permit, will be considered as being of standard wastewater strength.

Section 73: That SMC section 13.03.1137 is amended to read as follows:

13.03.1137 Stormwater Charge

A. All premises served within the City's storm sewer service area shall pay a storm sewer user or stormwater charge except as provided herein.

1. The stormwater charge is computed based upon classification of the account or premises served as domestic or commercial.

2. The minimum charge is at least one domestic user charge for all accounts, notwithstanding any other provision.

3. The storm sewer user charge is calculated by the Wastewater ((~~d~~))Director in accord with SMC 13.03.1008.

B. Commercial Stormwater Charge Discounts

1. For those subject to a commercial charge, the Wastewater ((~~d~~))Director shall grant a ten percent discount upon application by the customer, and a showing of approved on-site stormwater detention facility.

a. Such facilities may include drywells, detention ponds, grassy swales, and the like.

b. An additional ten percent discount shall be granted to those qualifying under the first discount category, who also apply therefore and demonstrate approved on-site stormwater treatment practices, such as grassy swales.

2. Commercial charges for a new or remodeled commercial building that utilizes a permissive rainwater harvesting system or vegetated roof, as recognized by the Wastewater ((~~d~~))Director, shall be reduced by ten percent.

a. To be eligible for a reduction under this subsection (B)(2), the permissive rainwater harvesting system or vegetated roof must be properly sized to utilize all of the available roof surface of the building.

b. For purposes of administration, a “commercial building” is presumed to be a building on premises billed “commercial user” stormwater user charges under SMC 13.03.1008(B).

c. “New or remodeled” shall mean a building built new or substantially remodeled.

3. The Wastewater ((d))Director may grant an additional ten percent discount on application by the customer, showing the use of low impact development facilities for stormwater management.

a. Such facilities may include permeable pavement, bioretention areas, infiltration planters, and other low impact development Best Management Practices as approved by the Washington State Department of Ecology and City of Spokane. Bio-infiltration swales (commonly referred to as grassy swales) are not eligible for this discount.

b. Facility maintenance is required for continuation of this discount. Maintenance requirements for low impact development facilities can be found in the Eastern Washington Low Impact Development Guidance Manual and/or manufacturer guidelines.

C. To obtain a discount under subsection (B) of this section, a customer must file a completed written application on forms approved by the Wastewater ((d))Director and pay an inspection fee based on the number of impervious acres to be inspected. All discounts are prospective from the date of inspection and shall not exceed the maximum allowable discount of forty percent. The fee for accounts:

1. up to one impervious acre: Zero dollars,

2. one to five impervious acres: Fifty dollars,

3. five to ten impervious acres: One hundred dollars,

4. ten to twenty impervious acres: Two hundred dollars, and

5. over twenty impervious acres: Four hundred dollars.

The inspection certification approving discount eligibility under subsection (B)(1) is good for the functional life of the facility. The inspection certification approving discount eligibility under subsections (B)(2) and/or (B)(3) is good for five years. The Wastewater ((d))Director administers this program with such additional rules ((~~as he shall provide,~~)) and may assess additional charges for administrative costs not encompassed herein.

D. No general stormwater service charges under SMC 13.03.1008 are made to customers receiving such service from the Spokane International Airport (SIA) authority at Geiger Field and vicinity, where the airport authority maintains good and sufficient stormwater service for said customers and the authority accepts full and continuing responsibility for the design, construction, maintenance, operation, upkeep, and replacement of all stormwater facilities in such area, and where the authority accepts full and separate responsibility for compliance with all stormwater permit and regulatory requirements of all jurisdictional regulatory agencies, including the Washington State ((~~d~~))Department of ((~~e~~))Ecology's stormwater management and control permit regulations and requirements.

Section 74: That SMC section 13.03.1138 is amended to read as follows:

13.03.1138 "User Charge"

A. "User Charge" means the charge required to cover the costs of collection and treatment of wastewaters discharged to the Spokane wastewater treatment system, including treatment of the wastewater to remove (among other pollutants):

1. suspended solids (SS),

2. biochemical oxygen demand (BOD), and

3. phosphorus (P),

as necessary to meet the standards established under state and federal law for municipal sewage effluent, as set forth in the City of Spokane's NPDES wastewater disposal permit, and the costs for the disposal of treated wastewater and any residuals.

B. The user charge rates shall be reviewed and may be adjusted annually by the Wastewater ((~~d~~))Director, subject to the approval of the ((~~c~~))City ((~~c~~))Council, to accurately reflect the costs for treating each unit volume of wastewater and unit quantity of the above constituents, as necessary to comply with the requirements of the City of Spokane's NPDES wastewater discharge permit.

C. The user charge will consist of a charge calculated by the Wastewater ((~~d~~))Director for the treatment and disposal of discharges of standard wastewater strength, plus a surcharge to be applied to commercial user and industrial user sewer service accounts based upon the quality of constituent pollutants: BOD, SS or P, in the wastewater strength ((~~(SMC 13.03.1006)~~)) (SMC 13.03.0197).

1. The amount of the surcharge shall be determined by an analysis, by the Wastewater ((~~d~~))Director, of the wastewater being discharged by specific commercial and industrial users.

Section 75: That SMC section 13.03.1204 is amended to read as follows:

13.03.1204 Additional Units

A. All apartment house, multiple-unit dwelling, mobile home and trailer park service accounts shall be charged the ((~~basic~~)) domestic service charge ((~~plus a domestic user charge~~)) for the first unit.

1. Each additional unit will be charged the same minus a customer service charge (billing charge) of thirty-five cents per unit, provided all units in the complex are billed and paid as one account to the ((~~u~~))Utilities ((~~b~~))Billing division.

B. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the Water ((~~d~~))Department ((~~of water and hydroelectric services~~)).

Section 76: That SMC section 13.03.1206 is amended to read as follows:

13.03.1206 Commercial Users

A. Commercial users shall be charged, for each account, the ((~~basic~~)) domestic service charges plus the user charge or the rate for a single-dwelling unit, whichever is greater.

B. The commercial user charge shall be determined for each account according to:

1. actual metering by the City of Spokane of wastewater flow from a specific property; or

2. water consumption at a specific property as determined by actual metering by the City of Spokane ((~~of water supplied from all sources~~)); or

3. consumptive water uses determined by the Wastewater ((~~d~~))Director not to contribute wastewater loading to the sewage collection and treatment system as measured by methods approved by the Wastewater ((~~d~~))Director and either the:

a. user charge rate for standard commercial wastewater strength, or

b. rate for standard commercial wastewater strength plus a surcharge.

C. The commercial user surcharge shall be calculated from the strength of the wastewater discharged by a specific user, as determined by a monitoring program conducted by the Wastewater ((~~d~~))Director, of the individual discharge of the commercial user or for the discharge of a typical representative of a class of commercial users.

D. A commercial, or class of commercial, user's wastewater strength shall be determined by the City during a monitoring period each year conducted by the Wastewater ((d))Director. Time interval composite samples taken at the wastewater monitoring access (see ((~~SMC 13.03.1304~~)) SMC 13.03.1314, etc.) shall be used to determine wastewater strength unless flow proportional sampling equipment is available (see SMC 13.03.130), in which case the samples shall be flow proportioned.

E. The commercial user surcharge rate shall be established annually, where applicable, for the commercial entity based on data for the previous sampling period and may be adjusted at the end of each year for future billing periods.

Section 77: That SMC section 13.03.1208 entitled "Combination Domestic/Commercial" is repealed.

((~~**13.03.1208 Combination Domestic/Commercial**~~

~~A. Unless the domestic units qualify for another billing category, upon application, consistent with city policy, new redeveloped domestic units located in a commercial, centers and corridor, or downtown zone previously billed commercial, in combination with commercial user facilities, where the account is metered and paid as one account in the utilities billing system, shall be billed at the commercial rate as provided in chapter 13.03 SMC.~~

~~B. Effective June 1, 2018, properties which would otherwise qualify under section A, which are located in a commercial, centers and corridor, or downtown zone and were previously billed commercial, which building structures have been demolished after September 30, 2015, and are being or have been redeveloped as a Low Income Domestic Housing complex with units in combination with or without commercial user facilities, where the account is metered and paid as one account in the utilities billing system, shall be billed at the commercial rate as provided in Chapter 13.03 SMC as long as it operates as a Low Income Domestic Housing complex.~~

~~1. For purposes of this section, Low Income Domestic Housing Complex shall be defined as having units with an overall average rent that is affordable to residents at 60% or less of Area Median Income (AMI) as determined by HUD's most recent income limits for Spokane County. Overall average rent shall be calculated following the income averaging rules of the Low Income Housing Tax Credit (LIHTC) program.~~

~~C. All costs of further installation or upgrade to existing infrastructure, including fire flow systems and sewer connections, shall be borne by the property owner, without eligibility for waiver.~~))

Section 78: That SMC section 13.03.1210 is amended to read as follows:

13.03.1210 Industrial Users

A. Industrial users shall be charged, for each account, the ((~~basic~~)) domestic service charges plus their established user charge.

B. The industrial user charge shall be determined for each account according to:

1. constant metering by the City of Spokane of actual wastewater flow from a specific property; or

2. water consumption at a specific property as determined by actual metering by the City of Spokane ((~~of water supplied from all sources~~)); or

3. consumptive water uses determined by the Wastewater ((~~d~~))Director not to contribute wastewater loading to the sewage collection and treatment system as measured by methods approved by the Wastewater ((~~d~~))Director, and either the:

a. user charge rate for standard wastewater strength, or

b. rate for standard wastewater strength plus a surcharge.

C. The industrial user surcharge shall be calculated from the strength of the wastewater discharged by a specific user, as determined by a monitoring program conducted by the Wastewater ((~~d~~))Director, of the individual discharge of the industrial user or for the discharge of a typical representative of a class of industrial users.

D. An industrial user's or class of industrial user's wastewater strength shall be determined by the City during a monitoring period each year, conducted by the Wastewater ((~~d~~))Director.

1. Time interval composite samples taken at the wastewater monitoring access (see ((~~SMC 13.03.1304~~)) SMC 13.03.1314, etc.) shall be used to determine wastewater strength unless flow proportional sampling equipment is available (see SMC 13.03.130), in which case the samples shall be flow proportioned.

Section 79: That SMC section 13.03.1214 is amended to read as follows:

13.03.1214 Wholesale Customers

A. Other sewer districts or municipalities depositing wastewater into the Spokane municipal sewer system under contract with the City of Spokane shall be charged the current industrial rate of wastewater loading based upon measurement of flow and waste constituents plus a service fee to recover accounting, debt service and billing expenses as determined by the Wastewater ((~~d~~))Director.

B. All industries discharging to the tributary district shall be subject to user charges for extra strength wastewater as if they were connected directly to the City of Spokane wastewater collection system.

Section 80: That SMC section 13.03.1216 is amended to read as follows:

13.03.1216 Wastewater Haulers

A. Wastewater haulers shall be charged a fixed rate ((~~per one thousand gallons of~~)) based upon truck tank capacity for each load dumped into the Spokane municipal sewage collection system, to reflect the cost of treatment of a full truck volume of septage of average strength as established by the Wastewater ((~~d~~))Director, plus a service fee for handling.

Section 81: That SMC section 13.03.1224 is amended to read as follows:

13.03.1224 Stormwater Pumpage Connection User Charge

A. Storm/groundwater basement connection for domestic users shall be a fixed rate based upon treatment and collection costs for standard strength wastewater assuming 0.36 M((~~g~~))Gal/yr. (25 ((~~gpm~~)) GPM @ 5 min./hr. x 24 hrs./day for four months) or based on actual sump pump run time and a fixed rate for future stormwater system expansion projects as reviewed and approved by the Wastewater ((~~d~~))Director.

B. Storm/groundwater basement connections for commercial and industrial users shall be a site-specific rate based on treatment and collection costs for standard strength wastewater for the capacity rating of the sump pump and the estimated pumping duration and a fixed rate for future stormwater system expansion projects as reviewed and approved by the Wastewater ((~~d~~))Director.

Section 82: That SMC section 13.03.1302 is amended to read as follows:

13.03.1302 City Water Supplied – Commercial, Industrial Users

Commercial and industrial users which derive their water supply solely from the water system of the City of Spokane shall be charged by volume of flow based upon either City water meter readings, approved wastewater flow monitoring equipment, or by such other method as shall be approved by the Wastewater ((~~d~~))Director.

Section 83: That SMC section 13.03.1304 is amended to read as follows:

13.03.1304 Other Water Supply Sources – Commercial, Industrial Users

Commercial and industrial users which derive all or part of their water supply from wells or sources other than the City of Spokane shall be charged by volume of wastewater flow

based upon either readings from City-approved water meters, approved wastewater flow monitoring equipment or other methods approved by the Wastewater ((d))Director.

Section 84: That SMC section 13.03.1306 is amended to read as follows:

13.03.1306 Flow Monitoring

Commercial and industrial users which derive all or part of the wastewater from product concentration, moisture condensation, foundation drains, yard drains or other nonmetered sources shall install approved wastewater flow monitoring equipment upon notice given by the Wastewater ((d))Director.

Section 85: That SMC section 13.03.1310 is amended to read as follows:

13.03.1310 Flow Measure – Design, Plans, Instrumentation

A. Designs and plans of wastewater flow measurement and sampling installations must be submitted to the Wastewater ((d))Director for approval prior to installation.

    1. Flow or level sensor equipment must be insensitive to or protected from solids accumulation, temperature variations or surface foaming and must be capable of being readily calibrated.

    2. Wastewater sampling equipment must obtain flow-proportioned samples without distorting the concentration of any waste constituent.

B. Flow instrumentation must include a means for determining daily peak flow rate and a digital flow totalizer reporting in thousands of gallons and the totalizer must not turn over more than once per year during the first year of installation. Representatives of the City of Spokane shall be permitted access to the monitoring station at all times. The industry using the monitoring facility shall maintain its accuracy and good working order.

    1. If the equipment becomes inoperable, the user shall provide a wastewater report as described in SMC 13.03.1308.

Section 86: That SMC section 13.03.1318 is amended to read as follows:

13.03.1318 May Order Additional Monitoring

The Wastewater ((d))Director may order installation and maintenance, at the user's expense, of wastewater flow monitoring equipment and proportional flow sampling equipment where wastewater loading cannot be reasonably determined. The City of Spokane shall be given complete access to all such equipment.

Section 87: That SMC section 13.03.1320 is amended to read as follows:

13.03.1320 Equipment Installation Deadlines

Unless a shorter time is ordered by the Wastewater ((~~d~~))Director, users required to install flow monitoring and sampling equipment must complete installation within one hundred eighty days of notification to install the equipment or the department may do so, with or without further notice, at the user's sole expense and liability.

Section 88: That SMC section 13.03.1322 is amended to read as follows:

13.03.1322 Large User Pre-((~~d~~))Discharge Approval

Any commercial and industrial user initiating a discharge or increasing the rate of discharge of wastewater or pollutants, who is within the definition of SMC 13.03.1308, shall receive approval prior to initiation of or increase of such discharge.

Section 89: That SMC section 13.03.140 is amended to read as follows:

13.03.140 New Accounts

Rates and charges for commercial and industrial users commencing to receive service from the wastewater treatment system shall be charged for volume of flow as a standard wastewater load plus surcharges based upon a report of expected wastewater characteristics which shall be submitted by the prospective user and approved by the Wastewater ((~~d~~))Director prior to discharge of wastewater.

Section 90: That SMC section 13.03.1604 is amended to read as follows:

13.03.1604 Laboratory Must be Approved

All measurements, tests, analyses and reports accepted by the City of Spokane shall be performed by laboratories or persons approved by the Wastewater ((~~d~~))Director.

Section 91: That SMC section 13.03.1606 is amended to read as follows:

13.03.1606 Monitoring Pretreatment Program

A. The City of Spokane shall monitor the wastewater from industrial users discharging process wastewaters and commercial users expected or determined to discharge wastewaters with greater constituent strength than the range for standard strength wastewaters or constituents listed in ((~~Article IV~~)) SMC 13.03.A Article II of this chapter to determine the flow and wastewater strength and suitability for treatment at a frequency determined adequate by the Wastewater ((~~d~~))Director.

B. The results of this monitoring shall be used to assess representative wastewater charges or to assure that no wastewater loading changes have occurred since the last billing rate adjustment.

    1. The scheduled frequency for monitoring each user or group of users shall be available for examination by the public.

C. Industrial and/or commercial users who feel that more frequent monitoring would be desirable may monitor more frequently and submit reports for the Wastewater ((~~d~~))Director's use in assessing charges. The monitoring and reports shall comply with this chapter and shall be at the user's expense.

Section 92: That SMC section 13.03.1608 is amended to read as follows:

13.03.1608 Monitoring Results Public

Results of monitoring shall be public information and records thereof shall be open to public examination upon request to the Wastewater ((~~d~~))Director unless the individual user requests otherwise and presents an affidavit that release of such information would allow others to determine therefrom information regarding proprietary processes or operations.

Section 93: That SMC section 13.03.170 is amended to read as follows:

13.03.170 Adjustments of Charges

The Wastewater ((~~d~~))Director will review user charges and revise them periodically to reflect actual treatment works operation and maintenance costs. Charges for each billing period will be determined based on wastewater flow and on approved wastewater strength monitoring.

Section 94: That SMC section 13.03.180 is amended to read as follows:

13.03.180 Orders

A. The Wastewater ((~~d~~))Director shall be authorized to issue an order prohibiting further discharge into the municipal sewerage system to any user who refuses to comply with the provisions of these regulations or where deemed necessary to protect the public health and safety.

    1. Users may appeal to the Wastewater ((~~d~~))Director for an adjustment in user charge, such an appeal must be made within thirty days of the billing under dispute.

B. In the event that City-determined wastewater strengths and/or flows are challenged, an appeal must be accompanied by or be followed within thirty days by a report based

upon samples and tests performed by an approved laboratory and/or engineer setting forth the flows and/or waste strengths in dispute.

1. Decisions of the Wastewater ((d))Director on appeals may be further appealed to the Public Works ((d))Director ((~~of public works and utilities~~)), whose decision is final.

Section 95: That SMC section 13.03.190 is amended to read as follows:

13.03.190 Persons Subject to Sewer User Charges

Every person to whom service is furnished by the sewage collection and treatment system of the City of Spokane, and every person to whom such service is available by said system of sewerage, as determined by the Wastewater ((d))Director or applicable laws or regulations, shall be charged for such service on the basis set forth herein.

Section 96: That SMC section 13.05.020 is amended to read as follows:

13.05.020 Poplar and Cottonwood Trees a Nuisance

Planting and/or maintenance of cottonwood, elm and poplar shade trees along the sides of streets of the City is hereby declared to be a nuisance and menace to sewer and water pipes and hydrants, and no person may plant or maintain such trees at such locations, including locations within fifty feet of any water or sewer pipes.

Section 97: That SMC section 13.05.030 is amended to read as follows:

13.05.030 Notice of Violation

A. Whenever it shall appear that any person has violated, or is about to violate, any provision of this chapter, the ((~~director of water and hydroelectric services~~)) Wastewater Director and/or Water Director shall notify such person to remove the matters or things declared unlawful in this chapter.

   1. Such notice shall specify the time within which such cause shall be removed, which shall be not more than ninety days.

B. If said notice shall not be complied with as required by the terms of such notice, then the ((~~director of water and hydroelectric services~~)) Wastewater Director or Director of Water and Hydroelectric Services is authorized and empowered to do the matters and things required of the person upon whom said notice shall be served and the cost and expense shall be figured by the ((~~department of water and hydroelectric services~~)) Wastewater Department or Department of Water and Hydroelectric Services and the same shall be paid by the person.

Section 98: Effective Date. This ordinance shall take effect and be in force on January 1, 2026.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/17/2025
Clerk's File #	ORD C36777
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CHRIS AVERYT 6540
Contact E-Mail	CAVERYT@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	ORDINANCE AMENDING WATER FEE & COST SCHEDULE

Agenda Wording

An ordinance amending the City of Spokane Water and Hydroelectric Department - Fee & Cost Schedule and setting an effective date.

Summary (Background)

The City has adopted the Public Rule and Procedure regarding the Water and Hydroelectric Department Fee and Cost Schedule, periodically it is required to update the Fee and Cost Schedule. These fees and costs are intended to cover the costs of administration of the Water & Hydroelectric Department, including but not limited to, costs, associated with permits, tap and meter connections, monitoring, inspections, sampling, analysis, publication, processing, and violation remediation. The ordinance will amend the following sections of Chapter 13.04: amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2025, 13.04.0604, 13.04.0606, 13.04.080, 13.04.0802, 13.04.0808, 13.04.0816, 13.04.0822, 13.04.090, 13.04.1008, 13.04.1506, 13.04.170, 13.04.1914, 13.04.1918, 13.04.1925, 13.04.2017, 13.04.2024, 13.04.2026, 13.04.2030, 13.04.2042, 13.04.2044, and 13.04.300; and repealing SMC sections 13.04.2006, 13.04.2008; and 13.04.2018.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The City anticipates annual review and updates to all fees for reimbursement. However, in the event an annual update is not needed, all fees set out in the latest Appendix A shall remain in full effect until modified or amended via the Public Rule process.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36777

An ordinance relating to municipal water services, amending multiple sections of Chapter 13.04, and repealing sections 13.04.2006, 13.04.2008, and 13.04.2018, all of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the City of Spokane adopted Resolution 2024-0105, Resolution 2025-0068, and Rule 4100-20-01 related to the Public Rule, Cross-Connection Control Program, and Water Hydrant Usage Policy for the City of Spokane; and

WHEREAS, elements of these programs are listed in Section 13.04 of the Spokane Municipal Code and require periodic updates to ensure consistency with the afore mentioned Rules, Policies, and Programs.

- Now, Therefore,

The City of Spokane does ordain:

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

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

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

   a.

2025	2026
$19.04	$19.97

   b. Unless otherwise provided, for two or more single-family residences on one meter, ((~~the above service charge shall apply for each residence~~)) <u>they will be addressed under section 13.04.2005</u>.

   <u>c. Rates apply beginning the day the meter is installed.</u>

2. For purposes of this chapter, a “single-family residence” or “equivalent residential unit” designation applies to each self-contained, stand-alone living unit with ((~~at least one~~)) <u>the following</u>:

   a. kitchen or cooking area room, which must include a sink.

b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.

c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

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

Monthly Water Usage Tiers (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600	$0.3581	$0.3756
Greater than 600 up to 1,200	$0.7577	$0.7948
Greater than 1,200 up to 2,500	$1.0193	$1.0692
Greater than 2,500 up to 4,500	$1.6115	$1.6905
Greater than 4,500	$2.3179	$2.4315

C. No vacancy allowance will be made.

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

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the ((~~state department of social and health services~~)) Washington State Department of Social and Health Services; and;

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

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

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

13.04.2004 City Commercial and Industrial Rates

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

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	2025	2026
1 inch or smaller	$21.28	$22.33
1 ½ inch	$34.71	$36.41
2 inch	$49.19	$51.60
3 inch	$78.78	$82.64
4 inch	$108.51	$113.83
6 inch	$153.49	$161.01
8 inch	$314.48	$329.89
10 inch	$459.25	$481.76

B. Consumption.

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

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

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

Monthly Water Usage Tier (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	$0.3975	$0.4170
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	$0.8249	$0.8653
Greater than 1,000 (Charge for all use: zero to amount used.)	$1.1933	$1.2517

C. Capital Charge.

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

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

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

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

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption ((~~will be divided by the total number of dwelling units to determine the per-dwelling consumption~~)) will be calculated by multiplying the number of residential units by the maximum amount on each tier to get a new maximum usage allotted for each tier (for example, tier 1 is

0-600cf, a PUD of 12 homes would get 7200cf at tier 1 for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	2025	2026
1 inch or smaller	$21.28	$22.33
1 ½ inch	$34.71	$36.41
2 inch	$49.19	$51.60
3 inch	$78.78	$82.64
4 inch	$108.51	$113.83
6 inch	$153.49	$161.01
8 inch	$314.48	$329.89
10 inch	$459.25	$481.76

D. Capital Charge.

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

Section 4: That SMC section 13.04.2006 entitled “Small Meter – Multi-meter” is repealed

((~~**13.04.2006 Small Meter – Multi-meter**~~

~~A. When meters smaller than the service are used, the size of the meter shall control the service charge. The meter shall not be less than one standard pipe size smaller.~~

~~B. Except where otherwise specified, two or more accounts on multiple metering under one ownership in the same complex shall take the commercial rate plus service charge of each meter.~~))

Section 5: That SMC section 13.04.2008 entitled “Construction Rates” is repealed.

((~~13.04.2008 Construction Rates~~

~~A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates.~~

~~1. Worksite will be inspected at least every ninety days to determine meter status.~~

~~2. The meter installation will be made at the earliest possible date.~~

~~3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.~~

~~B. Size of Service / Meter Charge Per Month.~~))

~~Size of Service~~	~~Meter Charge Per Month~~	
	~~2025~~	~~2026~~
~~1 inch or smaller~~	~~$21.28~~	~~$22.33~~
~~1 ½ inch~~	~~$34.71~~	~~$36.41~~
~~2 inch~~	~~$49.19~~	~~$51.60~~
~~3 inch~~	~~$78.78~~	~~$82.64~~
~~4 inch~~	~~$108.51~~	~~$113.83~~
~~6 inch~~	~~$153.49~~	~~$161.01~~
~~8 inch~~	~~$314.48~~	~~$329.89~~
~~10 inch~~	~~$459.25~~	~~$481.76~~

Section 6: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

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

Size of Service	Meter Charge Per Month	
	2025	2026
3 inch or smaller	$22.52	$23.63
4 inch	$31.80	$33.36
6 inch	$44.19	$46.36
8 inch	$53.47	$56.09
10 inch	$63.94	$67.08

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

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	$0.3975	$0.4170
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	$0.8249	$0.8653
Greater than 1,000 (Charge for all use: zero to amount used.)	$1.1933	$1.2517

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

1. Size of Connection / Service Charge per Month.

Size of Service	Meter Charge Per Month	
	2025	2026
3 inch or smaller	$33.79	$35.45
4 inch	$47.69	$50.03
6 inch	$66.29	$69.53
8 inch	$80.19	$84.11
10 inch	$95.91	$100.61

~~((2. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.~~

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

~~Monthly Water Usage (in cubic feet)~~	~~Rate Per Hundred Cubic Feet~~	
	~~2025~~	~~2026~~
~~Zero up to 600 (Charge for all use: zero up to 600.)~~	~~$0.5962~~	~~$0.6254~~
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)~~	~~$1.2377~~	~~$1.2983~~
~~Greater than 1,000 (Charge for all use: zero to amount used.)~~	~~$1.7899~~	~~$1.8776~~

Section 7: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates <u>and Charges</u>

A. Basic Charge: Single-family Residence.

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

2025	2026
$28.56	$29.96

2.((~~For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).~~)) <u>Unless otherwise provided, for two or more single-family residences on one meter, they will be addressed under multifamily.</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major

fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption ((~~charges~~)) rates:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600	$0.5371	$0.5635
Greater than 600 up to 1,200	$1.1366	$1.1923
Greater than 1,200 up to 2,500	$1.5291	$1.6039
Greater than 2,500 up to 4,500	$2.4173	$2.5357
Greater than 4,500	$3.4769	$3.6473

C. No vacancy allowance.

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

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the ((~~state department of social and health services~~)) Washington State Department of Social and Health Services; and

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

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

Section 8: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

A. ((~~Standby/Emergency Water~~)) The ((~~charge~~)) rate to other purveyors for standby and/or emergency water service and use outside the City's service area shall be at

the following rate per one hundred cubic feet of water used plus outside City commercial monthly service ((~~charge~~)) rate, unless modified by separate agreement:

2025	2026
$1.4887	$1.5616

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

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

((~~B Continuous Supplemental Water: Continuous Supplemental Water is defined as those Purveyors who draw water for at least nine (9) consecutive months at a time.~~))

~~The charge to other purveyors for continuous supplemental water service to be used outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:~~

~~2025~~	~~2026~~
~~$1.4887~~	~~$1.5616~~

~~1. Operations and Maintenance Capital Charge for Continuous Supplemental Water Service.~~

   ~~In addition to the continuous supplemental water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge~~.))

Section 9: That SMC section 13.04.2025 is amended to read as follows:

13.04.2025 Tap and Meter Requirements and Fees

A. Outside City taps must sign a water annexation covenant approved by the City ((~~legal~~)) Legal ((~~d~~))Department.

B. Local ((~~i~~))Improvement ((~~d~~))District and future main extension waivers are required on all approved long services.

C. ((~~Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.~~)) Meters two-inch and smaller , a pressure regulating valve is required inside the building or structure prior to the first point of use if pressure is greater than 80 PSI.

D. ((~~Taps~~)) Meters one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than 80 PSI and may be installed inside of a vault or inside the building or structure. No meter box installations for PRV are allowed.

E. Remote reader charges are included in meter fees. Fees for damaged remote readers are referenced in the Department Fee Schedule – Public Rule.

F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.

G. Meter sizing for all dwelling units shall be based on fixture unit counts, as addressed in the latest addition of the Uniform Plumbing Code, and/or through a hydraulic analysis submitted by the applicant's engineer for review and concurrence by City staff.

((~~H. Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.~~))

((~~I. Taps four inches and larger installed by private contractors during a main construction require an inspection fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.~~))

Section 10: That SMC section 13.04.0604 is amended to read as follows:

13.04.0604 Authority Over Meters and Valves

A. So long as water service is connected or available to the premises, all meters, valves or other such devices upstream from the meter and including the meter shall remain

subject to the strict regulation of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department and no person may tamper with, repair or replace any such items without a permit and inspection by a Water Department Inspector.

B. When ((~~M~~))meters and other such devices of a particular type or capacity shall be deemed fungible and the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department, in the course of maintenance and repair of meters and other such devices, may replace the same with others of equal condition and value.

C. This section shall not be construed to create any obligation on the part of the City to make repairs nor create liability or responsibility for acts or omissions of the property owner or any third party.

Section 11: That SMC section 13.04.0606 is amended to read as follows:

13.04.0606 Inspection/Reading of Meters

Water meters shall at all times be accessible to ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((d))Department personnel. Where it is necessary for the property owner or lessee to place the meter under lock and key, a key shall be furnished to the water and hydroelectric services department meter reader foreperson. ((~~Except as hereafter required, meter tests are to be paid for by the party requesting them.~~))

Section 12: That SMC section 13.04.080 is amended to read as follows:

13.04.080 Construction Specifications

A. Construction shall meet City of Spokane Water and Hydroelectric Services Department Rules and Regulations for Water Service Installations.

((~~A~~)) B. Every service pipe shall be provided with a ball valve for each recipient, easily accessible, placed inside the foundation wall, beyond damage from frost, and so situated that the water can be conveniently shut off and drained from the pipes.

((~~B~~)) C. All water pipes in buildings shall be so arranged as to drain toward the ((~~stop and waste cock or~~)) drain cocks placed for that purpose.

((~~C~~)) D. All water pipe shall be soft annealed Type K copper water pipe or approved equal as provided in the director's regulations. Use of HDPE is outlined in the City of Spokane Water Department Rules and Regulations for Water Service Installations.

((~~D~~)) E. All service pipes inside property lines shall hereafter be laid to a depth of at least five ((~~and one-half~~)) feet below the surface of the ground.

((~~E~~)) F. All service pipes laid inside the property line on any premises shall be left exposed in the trench until inspected by the water service inspector, and when they have passed inspection and have been approved, the pipes shall be properly covered by the property owner.

Section 13: That SMC section 13.04.0802 is amended to read as follows:

13.04.0802 Separate Service

A. Each ((~~building~~)) parcel served must have a separate connection and separate meter unless otherwise specifically authorized by the ((~~director~~)) Water and Hydroelectric Services Director, but such privilege may be revoked at any time by the ((~~d~~))Director for any reason.

1. Service connections are provided to the public water system in the public right-of-way unless otherwise approved.

2. The ((~~d~~))Director may waive the requirement in cases of two or more adjacent ((~~buildings~~)) parcels under a common ownership or for other good reasons consistent with the public health and safety (e.g. no accessible water main on abutting streets).

B. The ((~~d~~))Director may further require the property owner(s) to execute and record at their expense an easement appurtenant to and for the benefit of parcels served by the service ((~~main~~)) connection((~~on a form supplied by the director~~)), allowing perpetual access to said service main by parcels served and mutually covenanting to maintain said service main for the enjoyment of all such premises.

1. Said easement shall prohibit construction over or interference with the easement area and shall not be subject to revocation without the written approval of the ((~~d~~))Director.

2. The City shall have no repair or maintenance obligations as to any such service ((~~main~~)) connection.

C. Where the requirement of the prior paragraph is waived because of common ownership, the waiver expires automatically when premises or buildings are separately owned, unless affirmatively extended by the ((~~d~~))Director.

D. Exceptions to the requirement of separate connection may be revoked by the ((~~d~~))Director without cost or liability to the City and the premises/building served shall

thereafter be required to make a separate connection and install a separate meter at the property owner's sole expense and liability.

Section 14: That SMC section 13.04.0806 is amended to read as follows:

13.04.0806 Service Pipes – Cocks

A. Cost of all service pipes from the City mains to the premises, including a service cock, shall be paid by the property owner(s). A private contractor shall excavate the entire trench from the main to the premises and install the service line from the property line to the premises, subject to inspection and approval of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department. The ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department shall install the portion of the service line from the City main to the property line.

B. Locations that have ((~~retaining wall~~)) an obstruction within City right-of-way, the service pipes shall be laid by the City ((~~only to~~)) and the curb stop shall be placed within five feet of the street side of ((the wall)) the obstruction. The property owner(s) must install and maintain, at their own expense, all service pipes from that point to the premises, subject to inspection and approval of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department.

((~~C. Multiple service pipes are not permitted without specific written approval from the director.~~))

Section 15: That SMC section 13.04.0808 is amended to read as follows:

13.04.0808 Standpipe and Sprinkler Connections

A. Connections with the City mains for standpipe and sprinkler service to be used for protection in case of fire are subject to the same requirements as other service connections unless otherwise determined by the ((~~director~~)) Water and Hydroelectric Services Director.

B. In all cases, the applicant shall provide such valves, meters or other devices as approved by the ((~~d~~))Director at the applicant's sole cost and liability

C. ((~~Such connections may be made entirely separate from regular service taps, the~~)) The complete installation to be made under the supervision of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department.

Section 16: That SMC section 13.04.0816 is amended to read as follows:

13.04.0816 Definitions

For purposes of the ((c))Cross-((c))Connection ((c))Control program, the following definitions apply:

A. “Backflow” is the flow of water or other liquids, fluids, gases, or any substance whatsoever from a source outside the public water supply back into the public water supply. Backflow or reversed flow may occur due to either back pressure (pushing) or back siphonage (pulling).

B. “Backflow prevention device” is a device or assembly, approved by the ((director)) Water and Hydroelectric Services Director or ((h))Health ((o))Officer, designed and tested to counteract back pressure and back siphonage.

C. ((“Containment”)) “Premise Isolation” is a method of backflow prevention requiring the installation of a backflow ((prevention)) assembly or device at the point a water service line enters the premises served.

D. “Contamination” is the entry into or presence in the public water supply of any substance which the ((director)) Water and Hydroelectric Services Director or ((h))Health ((o))Officer determines will or might adversely affect the public health or the aesthetic qualities of the water (appearance, taste, or odor).

   1. “Contaminated water” is water with contamination.

E. “Cross-((c))Connection” is any physical arrangement whereby the public water supply of the City of Spokane is connected, directly or indirectly, or in the judgment of the ((director)) Water and Hydroelectric Services Director or ((h))Health ((o))Officer, has a risk of becoming connected, to a source of contamination as a result of backflow. Sources of contamination might include, but are not limited to:

   1. public or private water system, not managed by City of Spokane Water and Hydroelectric Services Department,

   2. non potable tank or storage reservoir,

   3. sewer line,

   4. ((sewer)) drain,

   5. conduit,

   6. pool, or

7. any plumbing or fixture whatsoever((.))

8. well or pump system not managed by City of Spokane Water and Hydroelectric Services Department.

F. "Cross-((c))Connection ((c))Control ((m))Manual" or "Manual" is the latest edition of "Accepted Practice and Procedure in Cross-Connection Control" promulgated by the Pacific Northwest section of the American Waterworks Association. A copy of the manual is available for public inspection at the ((w))Water and ((h)) Hydroelectric ((s))Services ((d))Department offices.

G. "Cross-((c))Connection ((c))Control program" is the City of Spokane's effort to prevent and control ((c))Cross-((c))Connections, as required by WAC 246-290-490, expressed in the cross-connection control manual, SMC 13.04.0814 through SMC13.04.0824, and any regulations or orders issued by the director in implementation of said program.

H. "Customer" is any person or other entity at premises reflected in the files of the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department as an authorized connection to the City's public water service system.

I. "Director" is the director or administrative head of the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department.

J. (("Isolation")) "In Premise Isolation" is a method of backflow prevention where a backflow ((prevention))assembly or device is located at a point of a cross-connection, rather than the premises or property line.

K. "Service connection" or "service line" or "service lateral" is the connection between the public water supply system to a customer's premises or customer-operated distribution system.

Section 17: That SMC section 13.04.0822 is amended to read as follows:

13.04.0822 Inspection and Testing – Customers to Cooperate

A. Customers are required to cooperate fully with the City in implementing the ((c))Cross-((c))Connection ((c))Control program. Customers ((may be)) are required to provide satisfactory evidence of ((c))Cross-((c))Connection ((c))Control to the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department and to allow inspection, testing or other examination, including inspection and testing of backflow prevention devices, all

as deemed necessary to implement the City's ((c))Cross-((c))Connection ((c))Control program.

B. The ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department shall have access to all service connections, premises and buildings served by the City's public water system during regular business hours for inspection and testing purposes to ascertain the need to eliminate or control ((c))Cross-((c))Connections, or at any time in case of emergency.

C. Compliance with the City's ((c))Cross-((c))Connection ((c))Control program requirements are additional terms and conditions under which the City of Spokane supplies water service to its customers. The ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department may terminate service by any means, with or without prior notice, for failure to comply with the City's ((c))Cross-((c))Connection ((c))Control program. This specifically includes installation and maintenance of backflow prevention devices required by the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department.

Section 18: That SMC section 13.04.090 is amended to read as follows:

13.04.090 Water Local Improvement District Waiver Agreement

A. Where an owner of property seeks to connect to the public water supply and the ((c))City ((e))Engineer determines the premises concerned are or may be in need of additional water main or other facilities construction to be financed by means of a local improvement district mechanism, such owner shall obtain from the ((d))Director of ((e))Engineering ((s))Services and execute, as a condition of connection, a water waiver agreement for a ((l))Local ((i))Improvement ((d))District (LID) water assessment.

B. Said agreement shall provide the signatory waives the right to protest the establishment of any ((l))Local ((i))Improvement ((d))District for the installation of a public water main which may be proposed and/or to claim lack of benefit or less benefit than the amount of the assessment and to join in said ((l))Local ((i))Improvement ((d))District petition creating said district. Said owner shall file said waiver and pay all filing fees required for the recording of said agreement with the County ((a))Auditor.

Section 19: That SMC section 13.04.1008 is amended to read as follows:

13.04.1008 ((~~Valves and Outlets Sealed~~)) Fire Protection Meter Required – Fire Inspections

A. ((~~Every valve or outlet must be sealed. Seals may be broken only in case of fire, and in such case prompt notification must be made to the water and hydroelectric services~~

~~department, and the valve will be resealed.~~)) All fire protection services must be connected through a consumption meter as approved by the Water and Hydroelectric Services Director.

B. The premises upon which any such fire protection service is installed shall be open to the inspection of any authorized representative of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department at all times, and the owner or tenant shall give such representative all reasonable facilities for making the inspection and any information he may require. The owner or tenant can test the apparatus at any time by notifying the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department that such a test is desired, and a time will be fixed for the test to be made. Applicable fees for the testing apply.

Section 20: That SMC section 13.04.1506 is amended to read as follows:

13.04.1506 ((~~Locale~~)) Location of Shut-off

A. The ((~~director~~)) Water and Hydroelectric Services Director determines the method and location of shutoffs. In general, shutoff locations shall be at the curb cock, placed at the first property line.

B. No person may turn on water, shut off by the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((d))Department, without the ((~~d~~))Director's consent or approval. The ((~~d~~))Director sets fees for shutoff and turn on.

Section 21: That SMC section 13.04.170 is amended to read as follows:

13.04.170 Time of Commencement

Rates will be charged for service from the day the premises are connected to the City water supply ((~~and the water turned on~~)).

Section 22: That SMC section 13.04.1914 is amended to read as follows:

13.04.1914 Contamination

No person may contaminate, pollute, alter, or endanger in any way, directly or indirectly, the water supply system of the City or permit others to do so. A contaminant is any substance introduced without specific authorization of the City.

Section 23: That SMC section 13.04.1918 is amended to read as follows:

13.04.1918 Obstructing Fire Hydrants

No person may:

A. obstruct the access to any fire hydrant by placing around, thereon, or erecting within ((~~twenty~~)) three feet thereof, any structure or obstruction created; ((~~stone, brick, lumber, dirt, rubbish or other material; or~~))

B. open or operate any fire hydrant without a valid hydrant permit; or

C. draw or attempt to draw water from a hydrant without a valid hydrant permit; or

D. willfully or carelessly injure the same; or

E. fill up or cover over any valve box; or

F. in any manner tamper with or injure the same.

Section 24: That SMC section 13.04.1925 is amended to read as follows:

13.04.1925 Water Conservation Measures

A. Level I:

1. Every year between June 1 – October 1 the City of Spokane shall implement the following conservation measures:

    a. A prohibition on watering outdoor vegetation during the hours of 10 am to 6 pm;

    b. A limitation on watering outdoor vegetation on each parcel to four days per week;

    c. A suggested limitation of a total of 2 hours daily outdoor watering on each parcel; and

    d. A suggested prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

B. Level II:

1. When the flow in the Spokane River, as measured at USGS monitoring location 12422500 (located at Lower Crossing) is predicted to fall below 1,000 cfs any time between June 1 – October 1 and the Mayor or a majority of the City Council

declares a drought emergency the City shall implement the following conservation measures:

a. A prohibition on watering outdoor vegetation during the hours of 10 am to 6 pm;

b. A limitation on watering outdoor vegetation on each parcel to two days per week;

c. A limitation of a total of 2 hours outdoor watering daily on each parcel; and

d. A prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

2. Paragraph (B) shall take effect on June 1, 2023.

C. Exemptions:

1. The Parks Department shall continue its efforts to upgrade park infrastructure as funding becomes available to comply with the above mandatory and voluntary measures. Then ((~~department~~)) Parks Department shall be exempt from these measures when the Parks Director informs City Council in writing that an exemption is necessary for the purposes of watering trees, watering the remaining parks with non-automated irrigation systems, allowing for the establishment of newly-planted landscape, mitigating fire risk in wildland-urban interface areas, operating pools and splashpads, and operating public golf courses/sports program facilities.

2. The Public Works and Utilities Department may grant to city residents reasonable exemptions from these measures for the purposes of watering community/personal vegetable gardens, trees located either within the public right-of-way or on private property, to allow for the establishment of newly-planted landscape, or in wildland-urban interface areas to mitigate wildfire risk.

((~~3. The Public Works and Utilities Department and Park Department shall, no later than 180 days after the effective date of this section, publish standards and requirements specifying the process for seeking additional exemptions under this paragraph and the process and timelines for approval, rejection, and, if necessary, appeals from rejections of applications for exemptions under this paragraph.~~))

D. Upon enactment of this chapter, the Water Department shall provide education and community engagement to all water rate payers within the city's retail water delivery area on the importance of complying with the new legal standards for watering outside vegetation and the financial and other benefits to the community.

Section 25: That SMC section 13.04.2017 is amended to read as follows:

13.04.2017 Golf Course Irrigation Conservation Rate for Potable Water

A. Findings.

1. Golf Courses served by the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department are high consumers of potable City water for irrigation. There is a significant opportunity for water conservation in this area through measures that include the use of stored stormwater runoff, reclaimed sanitary wastewater, and more efficient irrigation systems.

2. A rate rule encouraging water conservation is an appropriate utility ratemaking consideration under RCW 35.92.010. Golf courses applying conservation measures as approved under subsection (C), and (D) of this section hereafter should be considered a separate user classification. The ((~~director~~)) Water and Hydroelectric Services Director may require a golf course to receive irrigation service under a separate account.

B. Application.

The provisions of this section pertaining to the use of potable City water are subject to the following conditions.

1. They apply only to:

a. golf course irrigation and not to any other customer class or usage;

b. that portion of the water bill based on water consumption and not to any other charges;

c. direct ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department retail customer golf course accounts, whether inside or outside the City.

2. They do not apply to any accrued billings or usage prior to the effective date of this section. The ((~~director~~)) Water and Hydroelectric Services Director is authorized to adjust the commencement of billings under this section for a customer billing cycle as is most administratively convenient.

a. The customer must apply in writing for the basic rate discount in subsection (C).

b. The application must be approved by the ((~~d~~))Director in writing.

c. No claims for refund or credits for any billings prior to such application and approval may be recognized.

3. The basic rate discount in subsection (C) of this section is limited as follows:

a. 18-hole, full size golf course customers that reduce their irrigation consumption to less than forty million gallons per year; and

b. 9-hole, full size golf course customers that reduce their irrigation consumption to less than 20 million gallons per year.

c. Water savings should be achieved through the implementation of ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department approved water conservation measures.

d. The basic rate discount does not apply to any water irrigation consumption savings for usages above forty million gallons per year for an 18-hole course or 20 million gallons per year for a nine-hole course.

4. Par 3 golf courses and mini golf courses are not eligible for any golf course water conservation rate discount or credit.

5. If customer circumstances under which approval was granted do not continue to apply in full for any reason, the customer must immediately notify the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department in writing.

a. In addition, the rates for potable water will be adjusted by the ((~~d~~))Director from the time of change of circumstances, in proportion to the effect of the change as determined by the director.

b. In calculating any adjustments due the City, if any, the ((~~d~~))Director may use information from the customer, or in absence of information being submitted, the ((d))Director is authorized to calculate amounts due based upon any information available to the director.

6. Golf course irrigation conservation rates will be reviewed annually for qualifications or as ordered by the director.

C. Basic Rate Discount.

1. The basic rate discount under this subsection applied for the current calendar year shall be based on the previous year's water use and shall be calculated as a fraction of the commercial water rate that otherwise would be charged to the golf course for its irrigation use consumption.

    a. The numerator of this fraction is the gallons usage for the previous calendar year, as recognized by the ((~~director~~)) Water and Hydroelectric Services Director as a result of implementation of conservation programs approved by the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department.

    b. The denominator is forty million gallons for 18-hole courses and 20 million gallons for 9-hole courses.

2. The written approval of the ((~~director~~)) Water and Hydroelectric Services Director under subsection (B)(2) of this section may include a guarantee of a minimum time the basic rate discount will continue consistent with this section, but may not exceed such time as:

    a. reclaimed wastewater service under subsection (D) of this section becomes available to the customer; or

    b. there has been a change of conditions;

    c. either item to be determined by the ((~~d~~))Director, in the exercise of reasonable business judgment. In addition, the maximum time may not exceed ten years.

D. Reclaimed Sanitary Wastewater.

1. Reclaimed sanitary wastewater is water reclaimed from the treatment of sanitary sewage that can be supplied for golf course irrigation. Such water may not meet potable drinking water standards, but is safe and reliable for golf course irrigation. The City ((~~w~~))Water utility does not supply this service, but it may become available from the City ((~~w~~))Wastewater ((~~m~~))Management ((~~d~~))Department or other water reclamation utility service providers.

2. Because the use of reclaimed sanitary wastewater provides the greatest savings in potable water use for golf course irrigation, whenever the ((~~director~~)) Water and Hydroelectric Services Director determines that such service is

available to a golf course customer, considering the factors set forth hereafter, he/she may order disconnection of an account from potable water service provided by the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department. The decision shall be in writing and grant a reasonable time frame for conversion, which shall be at least twelve months. The time may be extended by the ((d))Director, in the exercise of sound discretion.

3. Water and Hydroelectric Services Director decisions under this subsection shall be guided by the following factors:

    a. Reliable reclaimed sanitary wastewater service is available to the customer under reasonable conditions and at a reasonable cost.

    b. Water conservation requirements and mandates applicable by law to the City ((~~w~~))Water utility.

    c. The individual customer cost of conversion.

    d. Fairness to the customer and to other water service customers.

4. The ((~~director~~)) Water and Hydroelectric Services Director may request a customer objecting to disconnection under this section to submit information for his consideration. The decision may be appealed to the City ((~~h~~))Hearing ((~~e~~))Examiner within thirty days.

    a. The hearing shall be within thirty days of the appeal.

    b. The decision may be appealed to a court of competent jurisdiction within thirty days, based on the record, reversible because of violation of law or arbitrary and capricious.

Section 26: That SMC section 13.04.2018 entitled “Major Fraction” is repealed:

~~**((13.04.2018 Major Fraction**~~

~~All charges assessed based upon stated consumption units (e.g., per hundred cubic feet) shall be billed based upon the major unit fraction (e.g., fifty cubic feet or more billed as the next one hundred cubic feet).~~))

Section 27: That SMC section 13.04.2024 is amended to read as follows:

13.04.2024 Hydrant Fees, Consumption Charges and Fines

Hydrant fees for 202((~~0~~))5 are as follows:

A. Hydrant Permit Fees.

1. Annual Hydrant permit fee: ((Five Hundred dollars ($500.00) per year)) Referenced in the Water Public Rule Public Rule 4100-24-02.

2. Hydrant meter and backflow device deposit: A deposit ((~~of One Thousand Five Hundred dollars ($1,500),~~)) established in the Water Public Rule Public Rule 4100-24-02 or surety, verified insurance or bond documentation as approved by the Director of Water and Hydro-electric Department is required for all hydrant permits.

B. Damages

1. Damage to a meter or backflow device will ((~~result in a forfeit of the deposit~~)) be billed to the permit holder at the actual cost for repairs, ((~~Fifteen Hundred dollars ($1,500),~~)) or other recovery available to the City.

2. Repair of any damage to the hydrant or surrounding area as a result of use by the permit holder is the responsibility of and will be billed to the permit holder. Deposit may be forfeited.

3. Failure to pay damages will result in revocation of all hydrant permits and denial of any requests for a hydrant permit until paid in full.

C. Consumption Charges.

1. The Outside City Rate to Other Purveyors listed in SMC 13.04.2014, in effect at the time of usage will be applied.

    a. All water usage from a hydrant shall be measured by required meter, as outlined above.

    b. Failure to use required meter, will be considered a violation of this chapter and may result in civil or criminal enforcement to include without limitation, fees, fines, restitution and/or referral for prosecution.

D. Fines:

Any person other than employees of the City Fire Department or City Public Works Division connecting to or accessing any hydrant without an approved Hydrant Permit will be assessed a fine ((~~will be assessed a fine up to one thousand ($1,000) dollars per day~~)) as established in the Water Public Rule Public Rule 4100-24-02. Subsequent

violations may result in increased penalties and forfeiture of future eligibility to obtain a hydrant permit.

E. Annual Adjustment:

Any fees listed in this section may be adjusted annually.

Section 28: That SMC section 13.04.2026 is amended to read as follows:

13.04.2026 Small Taps and Meters – Additional

A. The fees associated with small taps and meters are set annually in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.

B. All new One-inch, ((~~and~~)) Three-quarter inch, and Five-Eighth inch residential meters will be installed in a meter box within three feet of property line or in a dedicated utility easement. The meter and box will be sold as one unit.

C. In addition to costs contained herein and in the Public Rule there is a sixty-five-dollar ($65.00) processing fee for staff costs.

D. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 29: That SMC section 13.04.2030 is amended to read as follows:

13.04.2030 Periodic Fee Adjustment

The fees in SMC 13.04.0608, SMC 13.04.2022, SMC 13.04.2026, and SMC 13.04.2028 shall be subject to adjustment as follows:

Fees will be adjusted annually to reflect actual increases in labor, equipment, and materials as calculated from August of the previous year to August of the current year. Increases will ((~~be rounded up to the nearest five dollars and~~)) take effect January 1st of the following year.

Section 30: That SMC section 13.04.2042 is amended to read as follows:

13.04.2042 Water General Facilities Charge – Schedule of Charges

A. Findings – General Facilities Charge (GFC).

The City Council finds:

1. The purpose of GFC charges is to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new system capacity.

2. There is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.

3. It is in the public interest to provide for a GFC rate structure to cover costs associated with new or increased system demand. GFC charges had not been updated in over 20 years and new growth proposals are stressing current system capacity and will require investment in infrastructure for water service.

4. It is further in the public interest that those adding costs or burdens to the City water system by creating need and demand for a new system growth and infill needs in the City water system should pay a GFC therefore. Furthermore, it is not in the public interest to waive GFCs, because without adequate GFCs, the City's current utility customers bear the burden of paying for new capacity to serve growth and a fund will be established to cover the cost of all or a portion of GFCs for certain development projects, including permanent affordable housing.

5. The City's policy is to not waive GFCs. However, offset of the developer's cost of the GFC may be identified from non-utility revenue sources, such as grant dollars or other general fund revenues. Such offset must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

B. Charge for new service or new upgrades.

1. For new service or new upgrades of existing service to the City water system, a GFC is assessed as provided hereafter. The charge will be based upon the meter size(s) required for domestic and irrigation water service to the facility. ((~~and location of the property within the Upper or Lower Zone~~)) If the size of a previous connection is upgraded to a larger connection, upgrades are charged at the current difference between the old and new connection size charges.

2. The GFC is to be used to finance impacts to the system created by new system growth and infill needs created by new or upgraded customers.

3. Meters used solely for fire protection purposes would not incur GFC charges, unless needed flow rate exceeds the current largest fire flow rate in that pressure zone.

4. Annual Increase: The GFC Charges in SMC 13.04.2044 are generated from an analytical analysis, one copy which shall be kept on file with the office of the city clerk and incorporated herein by reference. GFC charges in SMC 13.04.2044 will increase annually based on the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. This annual increase will start March 5, 2024, and occur each January 1 thereafter. The City will publish a public rule update with the new GFC charge by January 1st of each year. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

5. Adjustments.

Prior Payment of Similar Charges: The charge for a water connection can be adjusted upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Director of Public Works.

   a. To be eligible for such adjustment, a party required to pay a water GFC must submit a written application to the Director of Public Works, together with any supporting materials and explanation.

   b. The Director of Public Works must receive such materials no later than the time of connection of the subject premises.

   c. No adjustment may exceed the amount of the water GFC applicable to the connection requested.

6. The water GFC applies, in addition to all other connection, permit or other fees required by this code or elsewhere.

7. The Director of Public Works may record appropriate notice with the county auditor concerning areas subject to the water GFC pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180, as applicable, reserving the possibility of upgrade charges.

8. Any offset of applicable GFC charges shall be through non-utility revenue sources such as grant dollars or general fund dollars. The qualifications for such offset are established in Public Rule 5200-23-01.

C. Any future incentives, waivers, offsets, or deferral of GFC charges should be funded through payments from other funding sources. Incentives, offsets, and deferrals should not result in lost revenue for new system capacity.

Section 31: That SMC section 13.04.2044 is amended to read as follows:

13.04.2044 Appendix A – General Facilities Charge Schedule

Appendix A – Water General Facilities Charge Schedule

Section 32. That SMC section 13.04.300 is amended to read as follows:

13.04.300 Penalties and Surcharges

A. Any person or organization violating any of the provisions of this chapter, other than SMC 13.04.1925, or the rules and regulations ((~~of the director~~)) of the Water and Hydroelectric Services Director, except for those violations designated infractions in SMC 1.05.190, commits a misdemeanor.

B. Each day of a continuing violation shall constitute a new and separate violation unless otherwise specified.

C. Surcharges

((~~1. After December 1, 2023 and no later than May 1, 2024, the City Council in consultation with the Public Works and Utilities Department will enact any changes needed in the water rate structure to meet Spokane River flows of at least 1,000 cfs year round and authorization of surcharges for violations of SMC 13.04.1925 to be deposited to the Water Conservation Program after city staff has documented at least one educational contact with the person or entity responsible for violating SMC 13.04.1925.~~))

2. In the event of any conflict between this section and the published rules and regulations issued by the Water and Hydroelectric Services Director, this section shall control.

3. The Public Works and Utilities Director may enter into inter-departmental agreements with any other City department(s), as necessary, to implement the provisions of this section.

Section 33: Effective Date. This ordinance shall take effect and be in force on January 1, 2026.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/15/2025
		Clerk's File #	ORD C36778
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE PROHIBITING ALGORITHMIC RENT PRICE FIXING,		

Agenda Wording

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

Summary (Background)

An ordinance prohibiting the use of algorithmic rent price fixing and protecting against tenant and employee retaliation for claims of violation.

What impacts would the proposal have on historically excluded communities?

Young adults and minority communities are more likely to be renters, opening themselves up to more instability in their housing. Algorithmic rental price fixing can drive up prices and vacancies through digital collusion between landlords.

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 proposal would ban the use of a technology that can artificially inflate rental prices when minority populations are more likely to be renters.

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

Evidence provided for violations, successful enforcement of the proposal, and lack of widespread use of algorithmic rental price fixing programs.

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

This proposal would align with city policies regarding lowering housing costs, maintaining quality rentable units for residents, and ensuring that collusive technologies are not being used to price gouge vulnerable residents searching for housing.

Council Subcommittee Review

The Housing Action Subcommittee reviewed this proposal in an earlier draft format.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

ORDINANCE NO. C36778

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

WHEREAS, software has become available for the use of proprietary non-public information provided to landlords to suggest and set rent prices and other lease terms; and

WHEREAS, the Office of the Washington State Attorney General has previously filed suit alleging that software for the use of algorithmic rent fixing may violate the state's Consumer Protection Act; and

WHEREAS, the Washington State Legislature considered regulating such algorithmic rent fixing in Senate Bill 5469 in the 2025 legislative session; and

WHEREAS, the industry-wide use of such algorithms can drive up rent and vacancies and arguably constitute unlawful price-fixing; and

WHEREAS, the City of Spokane webpage states that Spokane has over eighty thousand renters; and

WHEREAS, The City Council is interested in protecting those residents who rent and in addressing factors that artificially inflate the demand for rental housing; and

WHEREAS, by nature of anti-competitive violations, it can be difficult for tenants and prospective tenants to prove collusion, collaboration, or other uncompetitive behavior between for-profit landlords and property managers; and

WHEREAS, a study on algorithmic rent-fixing and collusion[1] was published in *Urban Science* in August 2025; and

WHEREAS, the study identifies the effects that algorithmic rent-fixing has on neighborhoods and districts, of which algorithmic rent-fixing has the most impact on with price increases through collusive monopolies; and

WHEREAS, the neighborhood effects of those engaging in algorithmic rent-fixing,

[1] Zimmerman, A.J.; Anderson, M.B. Nefarious Algorithms: Rent Fixing via Algorithmic Collusion and the Role of Intentionality in the Pursuit of Class Monopoly Rent. *Urban Sci.* 2025**,** 9, 315. https://doi.org/10.3390/urbansci9080315

and collusive activity generally, can be artificially minimized by arguing that the market analysis should be done at larger market scale, thereby diluting the portion of the market that their monopoly constitutes; and

WHEREAS, other localities have passed similar legislation prohibiting algorithmic rental price fixing, including Seattle, Minneapolis, Berkeley, and Jersey City;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.158 of Spokane Municipal Code is amended to read as follows:

07.08.158 Legal Services and Relocation Fund

A. There is established a special revenue fund entitled the "legal services and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 2. That Section 10.57.060 of Spokane Municipal Code is amended to read as follows:

10.57.060 Consistency with Chapter 59.18.RCW

A. The provisions of this chapter shall be interpreted an enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Terms in this chapter shall have the meaning set forth in Chapter 59.18 RCW unless a different meaning is expressly provided herein.

Section 3. That Section 10.57.130 of Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.
Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, 10.57.160, ((~~and~~)) 10.57.170, and 10.57.180.

4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 4. That Section 10.57.140 of Spokane Municipal Code is amended to read as follows:

10.57.140 Private Right of Action

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. 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, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 5. That a new Section 10.57.180 is added to Chapter 10.57 of the Spokane Municipal Code as follows:

10.57.180 Prohibition on Algorithmic Rental Price Fixing

C. Definitions. For the purposes of this section:

A. "Coordinate" and "coordinating" shall mean an algorithm service provider is:

A. Collecting historical, anticipated, or contemporary prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords, from private databases, or from public databases; and

B. Analyzing or processing the information described in this section through the use of a system or software that utilizes an algorithmic or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord;

C. "Coordinate" and "coordinating" do not include publishing rental price estimates that:

A. Are solely based on publicly available information;

B. Are equally available to all members of the public; and

C. Do not require a contract, agreement, or registration to obtain.

B. "Dwelling unit" has the meaning as defined in SMC 17A.020.040.

C. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

D. “Person” has the meaning as defined in SMC 01.02.100.

E. “Algorithm service provider” means any person that performs a coordinating function.

D. Exceptions. This section does not apply to coordinating functions provided with either short-term rentals as defined in SMC 17C.316.020 or hotels as defined in SMC 17C.348.020.

E. Violation. It is a violation of this section for:

A. Any landlord, in or affecting commerce, to contract with or otherwise exchange anything of value in return for the coordinating services of an algorithm service provider.

B. Any algorithm service provider, in or affecting commerce, to provide coordinating services to two or more landlords.

C. It is not a violation of this section for a landlord to use a system or software recordkeeping tool absent conduct otherwise prohibited under this section.

F. Penalty. The City may file a civil action in a court of competent jurisdiction for violations of Section 10.57.180 for civil penalties of up to five thousand dollars per violation. Each instance of coordinating services for each dwelling unit shall be considered a separate violation. The court may award reasonable attorney’s fees and costs to the City if the City is the prevailing party.

G. Revocation of Business License. Pursuant to Section 08.01.321, the City of Spokane shall cancel or revoke the business license of a landlord, landlord’s agent, or algorithm service provider successfully found in violation of this section and shall not be eligible to obtain a City of Spokane business license for five years thereafter.

H. Submission of Violations. Tenants, landlords, and the employees or contractors of landlords are encouraged to submit violations of this section to the City Attorney and the Residential Rental Housing Navigator.

Section 6. 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 7. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local state or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025
Clerk's File #	ORD C36780
Cross Ref #	ORD C36461
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 509.625.6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	2026 GENERAL FACILITIES CHARGE RATES

Agenda Wording

Ordinance amending SMC 13.04.2044 and SMC 13.03.0734 for Water and Wastewater General Facilities Charge rates with an effective date of January 1, 2026.

Summary (Background)

The General Facilities Charge rates in SMC 13.04.2044 and SMC 13.03.0734 are generated from an analytical analysis and increase annually based on the Engineering News-Record (ENR) Construction Cost Index (CCI). Rates are calculated by City Staff, from October to October for the previous year. The 2026 increase is 3.24% based on the ENR CCI.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

n/a

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** Various	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

n/a

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	BAIRD, CHRISTI		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	tax&licenses@spokanecity.org
mfeist@spokanecity.org	eraea@spokanecity.org
icmaccounting@spokanecity.org	

ORDINANCE NO. C36780

AN ORDINANCE relating to General Facilities Charges (GFCs) for public utilities and services; amending SMC sections 13.03.0734, to chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 13.03.0734 is amended to read as follows:

13.03.0734 Appendix B – General Facilities Charge Schedule

Appendix B – Wastewater General Facilities Charge Schedule

The ((2025)) 2026 ENR Adjusted rates will go into effect January 1, ((~~2025~~)) 2026. ((~~The 2026 ENR Adjusted Rates are only representative; and the actual rate will be published prior to January 1, 2026. The 2026 Rate will be updated in with the ENR CCI increase from October 2024 to October 2025 to account for 2025 inflation rate.~~))

Wastewater General Facilities Charge Updated for ((~~2025~~)) 2026	
Meter Size	City-Wide Calculated Charge
	2026
5/8"	(($~~4,733~~)) $4,887
3/4"	(($~~7,100~~)) $7,330
1"	(($~~11,833~~)) $12,216
1.5"	(($~~23,667~~)) $24,434
2"	(($~~37,867~~)) $39,094
3"	(($~~82,834~~)) $85,518
4"	(($~~142,002~~)) $146,603
6"	(($~~319,503~~)) $329,855
8" *Based on needed flowrates	To be Calculated
10" *Based on needed flowrates	To be Calculated

Section 2: That SMC section 13.04.2044 is amended to read as follows:

13.04.2044 Appendix B – General Facilities Charge Schedule

Appendix B – Water General Facilities Charge Schedule

The ((~~2025~~)) 2026 ENC Adjusted rates will go into effect January 1, ((~~2025~~)) 2026.((~~The 2026 ENR Adjusted rates are only representative and the actual rate will be published prior to January 1, 2026. The 2026 Rate will be updated in with the ENR CCI increase from October 2024 to October 2025 to account for 2025 inflation~~.))

Water General Facilities Charge Updated for ((~~2025~~)) 2026	
Meter Size	City-Wide Calculated Charge
	2026
5/8"	(($3,366)) $3,475
3/4"	(($5,049)) $5,213
1"	(($8,415)) $8,688
1.5"	(($16,831)) $17,376
2"	(($26,930)) $27,803
3"	(($58,909)) $60,818
4"	(($100,988)) $104,260
6"	(($227,222)) $234,584
8" *Based on needed flowrates	To be Calculated
10" *Based on needed flowrates	To be Calculated

Section 7: Effective Date. This Ordinance shall take effect and be in force on January 1, 2026.

ADOPTED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025
Clerk's File #	ORD C36781
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 625-6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	2026 TRANSPORTATION IMPACT FEE SCHEDULE

Agenda Wording

An ordinance amending the Appendix A - Impact Fee Schedule of SMC 17D.075.080 Transportation Impact Fees and setting an effective date.

Summary (Background)

The City collects impact fees, based on the schedules in SMC 17D.075.180, or an independent fee calculation as provided for in SMC 17D.075.050, from any applicant seeking development approval from the City. The impact fees in SMC 17D.075.180 are generated from the formula for calculating impact fees set forth in the rate study on file with the Clerk's office. The transportation impact fees increase annually by the five-year rolling average of the Engineering News Record (ENR) Construction Cost Index (CCI) calculated by City staff, not to exceed 5% increase per year. The five-year rolling average of the CCI was 4.08%.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

N/A

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

N/A

Expense Occurrence	N/A

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

N/A

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	BAIRD, CHRISTI		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	tax&licenses@spokanecity.org
icmaccounting@spokanecity.org	nsulya@spokanecity.org
eraea@spokanecity.org	inote@spokanecity.org

ORDINANCE NO. C36781

AN ORDINANCE relating to transportation impact fees; amending SMC section 17D.075.180 to chapter 17D; of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 17D.075.180 is amended to read as follows:

17D.075.180 Appendix A – Impact Fee Schedule

Appendix A – Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

((~~2025~~)) 2026 Downtown District Transportation Impact Fee Schedule

BASE RATE PER PM TRIP **((~~$218~~)) $277**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($~~239.32~~)) $249.65
Single Family Attached (duplex, townhouse)	215	dwelling	(($~~145.12~~)) $151.39
Multi-Family 1-2 level	220	dwelling	(($~~129.84~~)) $135.45
Multi-Family 3-10 level	221	dwelling	(($~~99.29~~)) $103.58
ADU	-	dwelling	(($~~99.29~~)) $103.58
Multi Family Low-Income 1-2 level	223	dwelling	(($~~117.11~~)) $122.17
Assisted Living	254	bed	(($~~48.57~~)) $50.67
Continuing Care Retirement Comm	255	dwelling	(($~~38.45~~)) $40.11
Nursing Home	620	bed	(($~~28.33~~)) 29.56
Commercial - Services			
Hotel (3 Levels or More)	310	room	(($~~170.75~~)) $178.13
Hotel/Motel	320	room	(($~~136.02~~) $141.90)
Movie Theater	444	sq ft/GFA	(($~~0.49~~)) $0.51
Health Club	492	sq ft/GFA	(($~~0.59~~)) $0.62
Day Care	565	sq ft/GFA	(($~~1.21~~) $1.26)
Bank	912	sq ft/GFA	(($~~1.32~~)) $1.38
Commercial - Institutional			
Elementary School	520	sq ft/GFA	(($~~0.13~~)) $0.14
Middle School	522	sq ft/GFA	(($~~0.09~~)) $0.10
High School	530	sq ft/GFA	(($~~0.11~~)) $0.11
University/College	550	ASF	(($~~0.15~~)) $0.15
Religious Institute	560	sq ft/GFA	(($~~0.12~~)) $0.12
Library	590	sq ft/GFA	(($~~0.80~~)) $0.83
Hospital	610	sq ft/GFA	(($~~0.27~~)) $0.28
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($~~1.11~~)) $1.16
General Office	710	sq ft/GFA	(($~~0.38~~)) $0.40
Medical Office / Clinic	720	sq ft/GFA	(($~~0.84~~)) $0.88
Office Park	750	sq ft/GFA	(($~~0.38~~)) $0.39

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($~~0.40~~)) $0.41
Specialty Retail Center	826	sq ft/GLA	(($~~0.23~~)) $0.24
Hardware/Paint Store	816	sq ft/GFA	(($~~0.41~~)) $0.42
Nursery/Garden Center	817	sq ft/GFA	(($~~0.74~~)) 0.77
Shopping Center	820	sq ft/GLA	(($~~0.34~~)) $0.35
Car Sales - New/Used	841	sq ft/GFA	(($~~0.50~~)) $0.525
Tire Store	848	Service bay	(($~~443.70~~)) $462.86
Supermarket	850	sq ft/GFA	(($~~0.87~~)) $0.90
Convenience Market	851	sq ft/GFA	(($~~1.96~~)) $2.05
Pharmacy	881	sq ft/GFA	(($~~0.61~~)) $0.64
Furniture Store	890	sq ft/GFA	(($~~0.03~~)) $0.03
Quick Lubrication Vehicle Shop	941	Service Bay	(($~~722.79~~)) $754.00
Auto Parts & Service Center	943	sq ft/GFA	(($~~0.54~~)) $0.57
Service Station/Minimart/Carwash	853	VFP	(($~~746.94~~)) $779.20
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($~~0.32~~)) $0.33
Heavy Industrial	120	sq ft/GFA	(($~~0.22~~)) $0.23
Industrial Park	132	sq ft/GFA	(($~~0.28~~)) $1.01
Manufacturing	140	sq ft/GFA	(($~~0.24~~)) $1.67
Warehousing	150	sq ft/GFA	(($~~0.10~~)) $2.48
Mini-Storage	151	sq ft/GFA	(($~~0.05~~)) $0.97
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($~~0.99~~)) $1.03
Quality Restaurant	931	sq ft/GFA	(($~~0.95~~)) $0.99
High Turnover Restaurant	932	sq ft/GFA	(($~~0.96~~)) $1.01
Fast Casual	-	sq ft/GFA	(($~~1.61~~)) $1.67
Fast Food Restaurant	934	sq ft/GFA	(($~~2.38~~)) $2.48
Coffee Shop with Drive-Thru	937	sq ft/GFA	(($~~0.93~~) $0.97)

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 Northwest District Transportation Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

BASE RATE PER PM TRIP ((~~$799~~)) $831

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($878.26)) $913.93
Single Family Attached (duplex, townhouse)	215	dwelling	(($532.56)) $554.19
Multi-Family 1-2 level	220	dwelling	(($476.50)) $495.86
Multi-Family 3-10 level	221	dwelling	(($364.39)) $379.19
ADU	-	dwelling	(($364.39)) $379.19
Multi Family Low-Income 1-2 level	223	dwelling	(($429.79)) $447.24
Assisted Living	254	bed	(($178.24)) $185.48
Continuing Care Retirement Comm	255	dwelling	(($141.11)) $146.84
Nursing Home	620	bed	(($103.97)) $108.20
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($626.64)) 652.09
Hotel/Motel	320	room	(($499.18)) $519.46
Movie Theater	444	sq ft/GFA	(($1.81)) $1.88
Health Club	492	sq ft/GFA	(($2.18)) $2.27
Day Care	565	sq ft/GFA	(($4.43)) $4.61
Bank	912	sq ft/GFA	(($4.85)) $5.05
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($0.49)) $0.51
Middle School	522	sq ft/GFA	(($0.34)) $0.35
High School	530	sq ft/GFA	(($0.40)) $0.42
University/College	550	ASF	(($0.53)) $0.55
Religious Institute	560	sq ft/GFA	(($0.44)) $0.46
Library	590	sq ft/GFA	(($2.93)) $3.05
Hospital	610	sq ft/GFA	(($0.99)) $1.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($4.07)) $4.24
General Office	710	sq ft/GFA	(($1.39)) $1.45
Medical Office / Clinic	720	sq ft/GFA	(($3.08)) $3.20
Office Park	750	sq ft/GFA	(($1.38)) $1.44

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($1.46)) $1.52
Specialty Retail Center	826	sq ft/GLA	(($0.83)) $0.87
Hardware/Paint Store	816	sq ft/GFA	(($1.49)) $1.55
Nursery/Garden Center	817	sq ft/GFA	(($2.72)) $2.83
Shopping Center	820	sq ft/GLA	(($1.24)) $1.29
Car Sales - New/Used	841	sq ft/GFA	(($1.84)) $1.92
Tire Store	848	Service bay	(($1,628.31)) $1,694.44
Supermarket	850	sq ft/GFA	(($3.18)) $3.31
Convenience Market	851	sq ft/GFA	(($7.20)) $7.49
Pharmacy	881	sq ft/GFA	(($2.26)) $2.35
Furniture Store	890	sq ft/GFA	(($0.12)) $0.13
Quick Lubrication Vehicle Shop	941	Service Bay	(($2,652.52)) $2,760.25
Auto Parts & Service Center	943	sq ft/GFA	(($1.99)) $2.08
Service Station/Minimart/Carwash	853	VFP	(($2,741.16)) $2,852.49
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($1.16)) $1.21
Heavy Industrial	120	sq ft/GFA	(($0.81)) $0.85
Industrial Park	132	sq ft/GFA	(($1.02)) $1.06
Manufacturing	140	sq ft/GFA	(($0.87)) $0.91
Warehousing	150	sq ft/GFA	(($0.38)) $0.40
Mini-Storage	151	sq ft/GFA	(($0.20)) $0.21
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($3.64)) $3.79
Quality Restaurant	931	sq ft/GFA	(($3.50)) $3.64
High Turnover Restaurant	932	sq ft/GFA	(($3.54)) $3.68
Fast Casual	-	sq ft/GFA	(($5.89)) $6.13
Fast Food Restaurant	934	sq ft/GFA	(($9.79)) $9.99

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 South District Transportation Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

BASE RATE PER PM TRIP **$2,703**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($~~2,972.41~~)) $3,093.74
Single Family Attached (duplex, townhouse)	215	dwelling	(($~~1,802.42~~)) $1,875.99
Multi-Family 1-2 level	220	dwelling	(($~~1,612.69~~)) $1,678.52
Multi-Family 3-10 level	221	dwelling	(($~~1,233.23~~)) $1,283.57
ADU	-	dwelling	(($~~1,233.23~~)) $1,283.57
Multi Family Low-Income 1-2 level	223	dwelling	(($~~1,454.58~~)) $1,513.96
Assisted Living	254	bed	(($~~603.24~~)) $627.86
Continuing Care Retirement Comm	255	dwelling	(($~~477.56~~)) $497.06
Nursing Home	620	bed	(($~~351.89~~)) $366.25
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($~~2,120.80~~)) $2,207.36
Hotel/Motel	320	room	(($~~1,689.45~~)) $1,758.41
Movie Theater	444	sq ft/GFA	(($~~6.12~~)) $6.37
Health Club	492	sq ft/GFA	(($~~7.37~~)) $7.67
Day Care	565	sq ft/GFA	(($~~15.01~~)) $15.62
Bank	912	sq ft/GFA	(($~~16.42~~)) $17.09
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($1.65)) $1.72
Middle School	522	sq ft/GFA	(($~~1.14~~)) $1.19
High School	530	sq ft/GFA	(($~~1.36~~)) $1.42
University/College	550	ASF	(($~~1.80~~)) $1.88
Religious Institute	560	sq ft/GFA	(($~~1.49~~)) $1.55
Library	590	sq ft/GFA	(($~~9.91~~)) $10.32
Hospital	610	sq ft/GFA	(($~~3.36~~)) $3.50
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($13.78)) $14.34
General Office	710	sq ft/GFA	(($~~4.71~~)) $4.90
Medical Office / Clinic	720	sq ft/GFA	(($~~10.42~~)) $10.85
Office Park	750	sq ft/GFA	(($~~4.68~~)) $4.87

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($~~4.94~~)) $5.14
Specialty Retail Center	826	sq ft/GLA	(($~~2.82~~)) $2.93
Hardware/Paint Store	816	sq ft/GFA	(($~~5.04~~)) $5.24
Nursery/Garden Center	817	sq ft/GFA	(($~~9.19~~)) $9.57
Shopping Center	820	sq ft/GLA	(($~~4.21~~)) $4.38
Car Sales - New/Used	841	sq ft/GFA	(($~~6.23~~)) $6.49
Tire Store	848	Service bay	(($~~5,510.88~~)) $5,735.82
Supermarket	850	sq ft/GFA	(($~~10.76~~)) $11.20
Convenience Market	851	sq ft/GFA	(($~~24.36~~)) $25.36
Pharmacy	881	sq ft/GFA	(($~~7.63~~)) $7.94
Furniture Store	890	sq ft/GFA	(($~~0.42~~)) $0.43
Quick Lubrication Vehicle Shop	941	Service Bay	(($~~8,977.23~~)) $9,343.66
Auto Parts & Service Center	943	sq ft/GFA	(($~~6.75~~)) $7.03
Service Station/Minimart/Carwash	853	VFP	(($~~9,277.23~~)) $9,655.90
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($~~3.93~~)) $4.09
Heavy Industrial	120	sq ft/GFA	(($~~2.76~~)) $2.87
Industrial Park	132	sq ft/GFA	(($3.45)) $3.59
Manufacturing	140	sq ft/GFA	(($2.96)) $3.08
Warehousing	150	sq ft/GFA	(($~~1.30~~)) $1.35
Mini-Storage	151	sq ft/GFA	(($~~0.67~~)) $0.69
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($~~12.32~~)) $12.82
Quality Restaurant	931	sq ft/GFA	(($~~11.84~~)) $12.33
High Turnover Restaurant	932	sq ft/GFA	(($~~11.98~~)) $12.47
Fast Casual	-	sq ft/GFA	(($~~19.94~~)) $20.75
Fast Food Restaurant	934	sq ft/GFA	(($~~29.56~~)) $30.77
Coffee Shop with Drive-Thru	937	sq ft/GFA	(($~~11.57~~)) $12.04

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 Northeast District Transportation Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

BASE RATE PER PM TRIP ((~~$667~~)) 694

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($733.41)) $763.26
Single Family Attached (duplex, townhouse)	215	dwelling	(($444.73)) $462.83
Multi-Family 1-2 level	220	dwelling	(($397.91)) $414.11
Multi-Family 3-10 level	221	dwelling	(($304.29)) $316.67
ADU	-	dwelling	(($304.29)) $316.67
Multi Family Low-Income 1-2 level	223	dwelling	(($358.90)) $373.51
Assisted Living	254	bed	(($148.84)) $154.90
Continuing Care Retirement Comm	255	dwelling	(($117.83)) $122.63
Nursing Home	620	bed	(($86.82)) $90.36
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($523.28)) $544.58
Hotel/Motel	320	room	(($416.85)) $433.82
Movie Theater	444	sq ft/GFA	(($1.51)) $1.57
Health Club	492	sq ft/GFA	(($1.82)) $1.89
Day Care	565	sq ft/GFA	(($3.70)) $3.85
Bank	912	sq ft/GFA	(($4.05)) $4.22
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($0.41)) $0.42
Middle School	522	sq ft/GFA	(($0.28)) $0.29
High School	530	sq ft/GFA	(($0.34)) $0.35
University/College	550	ASF	(($0.45)) $0.46
Religious Institute	560	sq ft/GFA	(($0.37)) $0.38
Library	590	sq ft/GFA	(($2.45)) $2.55
Hospital	610	sq ft/GFA	(($0.83)) $0.86
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($3.40)) $3.54
General Office	710	sq ft/GFA	(($1.16)) $1.21
Medical Office / Clinic	720	sq ft/GFA	(($2.57)) $2.68
Office Park	750	sq ft/GFA	(($1.15)) $1.20

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($1.22)) $1.27
Specialty Retail Center	826	sq ft/GLA	(($0.70)) $0.72
Hardware/Paint Store	816	sq ft/GFA	(($1.24)) $1.29
Nursery/Garden Center	817	sq ft/GFA	(($2.27)) $2.36
Shopping Center	820	sq ft/GLA	(($1.04)) $1.08
Car Sales - New/Used	841	sq ft/GFA	(($1.54)) $1.60
Tire Store	848	Service bay	(($1,359.74)) $1,415.09
Supermarket	850	sq ft/GFA	(($2.66)) $2.76
Convenience Market	851	sq ft/GFA	(($6.01)) $6.26
Pharmacy	881	sq ft/GFA	(($1.88)) $1.96
Furniture Store	890	sq ft/GFA	(($0.10)) $0.11
Quick Lubrication Vehicle Shop	941	Service Bay	(($2,215.03)) $2,305.19
Auto Parts & Service Center	943	sq ft/GFA	(($1.67)) $1.73
Service Station/Minimart/Carwash	853	VFP	(($2,289.05)) $2,382.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($0.97)) $1.01
Heavy Industrial	120	sq ft/GFA	(($0.68)) $0.71
Industrial Park	132	sq ft/GFA	(($0.85)) $0.88
Manufacturing	140	sq ft/GFA	(($0.73)) $0.76
Warehousing	150	sq ft/GFA	(($0.32)) $0.33
Mini-Storage	151	sq ft/GFA	(($0.16)) $0.17
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($3.04)) $3.16
Quality Restaurant	931	sq ft/GFA	(($2.92)) $3.04
High Turnover Restaurant	932	sq ft/GFA	(($2.96)) $3.08
Fast Casual	-	sq ft/GFA	(($4.92)) $5.12
Fast Food Restaurant	934	sq ft/GFA	(($7.20)) $7.50

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

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Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 West Plains District Transportation Impact Fee Schedule

Effective January 1st,((~~2025~~)) 2026

BASE RATE PER PM TRIP ((~~$3,889~~)) $4,048

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($4,277.26)) $4,451.99
Single Family Attached (duplex, townhouse)	215	dwelling	(($2,593.66)) $2,699.61
Multi-Family 1-2 level	220	dwelling	(($2,320.64)) $2,415.44
Multi-Family 3-10 level	221	dwelling	(($1,774.61)) $1,847.10
ADU	-	dwelling	(($1,774.61)) $1,847.10
Multi Family Low-Income (1-2 leve	223	dwelling	(($2,093.13)) $2,178.63
Assisted Living	254	bed	(($868.05)) $903.51
Continuing Care Retirement Comm	255	dwelling	(($687.21)) $715.28
Nursing Home	620	bed	(($506.36)) $527.05
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($3,051.80)) $3,176.47
Hotel/Motel	320	room	(($2,431.09)) $2,530.40
Movie Theater	444	sq ft/GFA	(($8.80)) $9.16
Health Club	492	sq ft/GFA	(($10.61)) $11.04
Day Care	565	sq ft/GFA	(($21.60)) $22.48
Bank	912	sq ft/GFA	(($23.63)) $24.59
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($2.37)) $2.47
Middle School	522	sq ft/GFA	(($1.64)) $1.71
High School	530	sq ft/GFA	(($1.96)) $2.04
University/College	550	ASF	(($2.60)) $2.70
Religious Institute	560	sq ft/GFA	(($2.14)) $2.23
Library	590	sq ft/GFA	(($14.27)) $14.85
Hospital	610	sq ft/GFA	(($4.83)) $5.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($19.83)) $20.64
General Office	710	sq ft/GFA	(($6.78)) $7.06
Medical Office / Clinic	720	sq ft/GFA	(($14.99)) $15.61
Office Park	750	sq ft/GFA	(($6.73)) $7.01

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($7.11)) $7.40
Specialty Retail Center	826	sq ft/GLA	(($4.06)) $4.22
Hardware/Paint Store	816	sq ft/GFA	(($7.25)) $7.54
Nursery/Garden Center	817	sq ft/GFA	(($13.23)) $13.77
Shopping Center	820	sq ft/GLA	(($6.06)) $6.31
Car Sales - New/Used	841	sq ft/GFA	(($8.97)) $9.33
Tire Store	848	Service bay	(($7,930.08)) $8,254.03
Supermarket	850	sq ft/GFA	(($15.48)) $16.12
Convenience Market	851	sq ft/GFA	(($35.06)) $36.49
Pharmacy	881	sq ft/GFA	(($10.98)) $11.43
Furniture Store	890	sq ft/GFA	(($0.60)) $0.62
Quick Lubrication Vehicle Shop	941	Service Bay	(($12,918.12)) $13,445.84
Auto Parts & Service Center	943	sq ft/GFA	(($9.71)) $10.11
Service Station/Minimart/Carwash	853	VFP	(($13,349.81)) $13,895.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($5.66)) $5.89
Heavy Industrial	120	sq ft/GFA	(($3.97)) $4.13
Industrial Park	132	sq ft/GFA	(($4.96)) $5.16
Manufacturing	140	sq ft/GFA	(($4.26)) $4.43
Warehousing	150	sq ft/GFA	(($1.87)) $1.94
Mini-Storage	151	sq ft/GFA	(($0.96)) $1.00
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($17.73)) $18.45
Quality Restaurant	931	sq ft/GFA	(($17.04)) $17.74
High Turnover Restaurant	932	sq ft/GFA	(($17.24)) $17.94
Fast Casual	-	sq ft/GFA	(($28.69)) $29.86
Fast Food Restaurant	934	sq ft/GFA	(($42.54)) $44.28
Coffee Shop with Drive-Thru	937	sq ft/GFA	(($16.65)) $17.33

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles

that can be fueled simultaneously) GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Effective January 1st, ((~~2025~~)) 2026

((~~2025~~)) 2026 Latah District Transportation Impact Fee Schedule

BASE RATE PER PM TRIP ((~~$6,632~~))
$7,159

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	((~~$7,564.48~~)) $7,873.47
Single Family Attached (duplex, townhouse)	215	dwelling	((~~$4,586.97~~)) $4,774.34
Multi-Family 1-2 level	220	dwelling	((~~$4,104.13~~)) $4,271.78
Multi-Family 3-10 level	221	dwelling	((~~$3,138.45~~)) ~~$3,266.65~~
ADU	-	dwelling	((~~$3,138.45~~)) $3,266.65
Multi Family Low-Income 1-2 level	223	dwelling	((~~$3,701.77~~)) $3,852.97
Assisted Living	254	bed	((~~$1,535.18~~)) $1,597.89
Continuing Care Retirement Comm	255	dwelling	((~~$1,215.35~~)) $1,265.00
Nursing Home	620	bed	((~~$895.52~~)) $932.10
Commercial – Services			
Hotel (3 Levels or More)	310	room	((~~$5,397.20~~)) $5,617.67
Hotel/Motel	320	room	((~~$4,299.47~~)) $4,475.09
Movie Theater	444	sq ft/GFA	((~~$15.57~~)) $16.21
Health Club	492	sq ft/GFA	((~~$18.76~~)) $19.52
Day Care	565	sq ft/GFA	((~~$38.19~~)) $39.75
Bank	912	sq ft/GFA	((~~$41.78~~)) $43.49
Commercial – Institutional			
Elementary School	520	sq ft/GFA	((~~$4.19~~)) $4.36
Middle School	522	sq ft/GFA	((~~$2.90~~)) $3.02
High School	530	sq ft/GFA	((~~$3.47~~)) $3.61
University/College	550	ASF	((~~$4.59~~)) $4.78
Religious Institute	560	sq ft/GFA	((~~$3.78~~)) $3.94
Library	590	sq ft/GFA	((~~$25.23~~)) $26.26
Hospital	610	sq ft/GFA	((~~$8.55~~)) $8.89
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	((~~$35.06~~)) $36.49
General Office	710	sq ft/GFA	((~~$11.99~~)) $12.48
Medical Office / Clinic	720	sq ft/GFA	((~~$26.52~~)) $27.60
Office Park	750	sq ft/GFA	((~~$11.91~~)) $12.40

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	((~~$12.57~~)) $13.08
Specialty Retail Center	826	sq ft/GLA	((~~$7.18~~)) $7.47
Hardware/Paint Store	816	sq ft/GFA	((~~$12.82~~)) $13.34
Nursery/Garden Center	817	sq ft/GFA	((~~$23.39~~)) $24.34
Shopping Center	820	sq ft/GLA	((~~$10.72~~)) $11.16
Car Sales - New/Used	841	sq ft/GFA	((~~$15.86~~)) $16.51
Tire Store	848	Service bay	((~~$14,024.61~~)) $14,597.49
Supermarket	850	sq ft/GFA	((~~$27.39~~)) $28.50
Convenience Market	851	sq ft/GFA	((~~$62.00~~)) $64.53
Pharmacy	881	sq ft/GFA	((~~$19.43~~)) $20.22
Furniture Store	890	sq ft/GFA	((~~$1.06~~)) $1.10
Quick Lubrication Vehicle Shop	941	Service Bay	((~~$22,846.12~~)) $23,779.33
Auto Parts & Service Center	943	sq ft/GFA	((~~$17.18~~)) $17.88
Service Station/Minimart/Carwash	853	VFP	((~~$23,609.58~~)) $24,573.98
Industrial			
Light Industry/High Technology	110	sq ft/GFA	((~~$10.01~~)) $10.42
Heavy Industrial	120	sq ft/GFA	((~~$7.02~~)) $7.30
Industrial Park	132	sq ft/GFA	((~~$8.77~~)) $9.13
Manufacturing	140	sq ft/GFA	((~~$7.53~~)) $7.84
Warehousing	150	sq ft/GFA	((~~$3.30~~)) $3.44
Mini-Storage	151	sq ft/GFA	((~~$1.70~~)) $1.77
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	((~~$31.35~~)) $32.64
Quality Restaurant	931	sq ft/GFA	((~~$30.14~~)) $31.37
High Turnover Restaurant	932	sq ft/GFA	((~~$30.49~~)) $31.73
Fast Casual	-	sq ft/GFA	((~~$50.74~~)) $52.81
Fast Food Restaurant	934	sq ft/GFA	((~~$75.23~~)) $78.30
Coffee Shop with Drive-Thru	937	sq ft/GFA	((~~$29.44~~)) $30.64

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual,

11th Edition Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Section 2: Effective Date. This ordinance shall take effect and be in force on _____, 2026.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	10/27/2025		
Clerk's File #	ORD C36794		
Cross Ref #			
Project #			
Submitting Dept	MANAGEMENT & BUDGET	**Bid #**	
Contact Name/Phone	JESSICA 625-6369	**Requisition #**	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	2025-2026 MID-BIENNIUM MODIFICATION ADOPTION		

Agenda Wording

Adoption of the 2025-2026 Mid-Biennium Modification Budget.

Summary (Background)

The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.34.120, to adopt a final budget prior to the close of the fiscal year at midnight, December 31, 2025.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO
C36794

AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE, WASHINGTON, FOR THE YEAR 2026, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND APPROPRIATIONS FOR EACH SEPARATE FUND, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, State Law, Chapter 35.34 RCW has provided that the legislative body of any city may, by ordinance, elect to have a two-year fiscal biennial budget in lieu of the annual budget which is otherwise provided for; and

WHEREAS, pursuant to State Law, Chapter 35.34, the City of Spokane, as a first-class city, is authorized to adopt a two-year biennial budget; and

WHEREAS, on June 24, 2024 the City Council adopted Ord. No C-36531, establishing a two-year biennial budget for the City of Spokane for the first two-year budget period beginning January 1, 2025.

WHEREAS, RCW 35.34.130 provides for a mid-biennial review and modification of the biennial budget, no sooner than eight months after the start of the first year of the fiscal biennium, nor later than the conclusion of the first year of the biennium; and

WHEREAS, the Mayor proposed the 2025-2026 Mid-Biennial Modification Budget, on November 3, 2025 to the Spokane City Council as provided by law; and

WHEREAS, as required by law, on October 27, 2025, November 3, 2025, and November 10, 2025, the City Council held public hearings and provided opportunity for public comment on the proposed 2025-2026 Mid-Biennial Modification Budget; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.34.200 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the second year of the fiscal biennium commencing after midnight, December 31, 2025, subject to later adjustments as provided therein;

NOW, THEREFORE, the City Council of Spokane, Washington do ordain as follows:

Section 1. The mid-biennial modification budget for the City of Spokane, Washington, for the year 2026 is hereby adopted, by this reference, at the fund level in its final form and content as set forth below.

Section 2. Estimated revenues and expenditures, including fund balances or working capital for each separate fund of the City of Spokane, Washington, and the aggregate total for all such funds combined, for year 2026, are hereby appropriated for expenditure at the fund level set forth below.

Section 3. The City Chief Financial Officer is directed to transmit a copy of the budget, hereby adopted, to the Washington State Auditor's Office, and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect January 1, 2026.

Section 5. 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.

<Insert fund level budget>

ADOPTED by the City Council and APPROVED by the Mayor on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/15/2025
		Clerk's File #	ORD C36778
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE PROHIBITING ALGORITHMIC RENT PRICE FIXING,		

Agenda Wording

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

Summary (Background)

An ordinance prohibiting the use of algorithmic rent price fixing and protecting against tenant and employee retaliation for claims of violation.

What impacts would the proposal have on historically excluded communities?

Young adults and minority communities are more likely to be renters, opening themselves up to more instability in their housing. Algorithmic rental price fixing can drive up prices and vacancies through digital collusion between landlords.

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 proposal would ban the use of a technology that can artificially inflate rental prices when minority populations are more likely to be renters.

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

Evidence provided for violations, successful enforcement of the proposal, and lack of widespread use of algorithmic rental price fixing programs.

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

This proposal would align with city policies regarding lowering housing costs, maintaining quality rentable units for residents, and ensuring that collusive technologies are not being used to price gouge vulnerable residents searching for housing.

Council Subcommittee Review

The Housing Action Subcommittee reviewed this proposal in an earlier draft format.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

ORDINANCE NO. C36778

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

WHEREAS, software has become available for the use of proprietary non-public information provided to landlords to suggest and set rent prices and other lease terms; and

WHEREAS, the Office of the Washington State Attorney General has previously filed suit alleging that software for the use of algorithmic rent fixing may violate the state's Consumer Protection Act; and

WHEREAS, the Washington State Legislature considered regulating such algorithmic rent fixing in Senate Bill 5469 in the 2025 legislative session; and

WHEREAS, the industry-wide use of such algorithms can drive up rent and vacancies and arguably constitute unlawful price-fixing; and

WHEREAS, the City of Spokane webpage states that Spokane has over eighty thousand renters; and

WHEREAS, The City Council is interested in protecting those residents who rent and in addressing factors that artificially inflate the demand for rental housing; and

WHEREAS, by nature of anti-competitive violations, it can be difficult for tenants and prospective tenants to prove collusion, collaboration, or other uncompetitive behavior between for-profit landlords and property managers; and

WHEREAS, a study on algorithmic rent-fixing and collusion[1] was published in *Urban Science* in August 2025; and

WHEREAS, the study identifies the effects that algorithmic rent-fixing has on neighborhoods and districts, of which algorithmic rent-fixing has the most impact on with price increases through collusive monopolies; and

[1] Zimmerman, A.J.; Anderson, M.B. Nefarious Algorithms: Rent Fixing via Algorithmic Collusion and the Role of Intentionality in the Pursuit of Class Monopoly Rent. *Urban Sci.* 2025**,** 9, 315. https://doi.org/10.3390/urbansci9080315

WHEREAS, the neighborhood effects of those engaging in algorithmic rent-fixing, and collusive activity generally, can be artificially minimized by arguing that the market analysis should be done at larger market scale, thereby diluting the portion of the market that their monopoly constitutes; and

WHEREAS, other localities have passed similar legislation prohibiting algorithmic rental price fixing, including Seattle, Minneapolis, Berkeley, and Jersey City;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.158 of Spokane Municipal Code is amended to read as follows:

07.08.158 Legal Services and Relocation Fund

A. There is established a special revenue fund entitled the "legal services and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 2. That Section 10.57.060 of Spokane Municipal Code is amended to read as follows:

10.57.060 Consistency with Chapter 59.18.RCW

A. The provisions of this chapter shall be interpreted an enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Terms in this chapter shall have the meaning set forth in Chapter 59.18 RCW unless a different meaning is expressly provided herein.

Section 3. That Section 10.57.130 of Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.
Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, 10.57.160, ((~~and~~)) 10.57.170, and 10.57.180.

4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 4. That Section 10.57.140 of Spokane Municipal Code is amended to read as follows:

10.57.140 Private Right of Action

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. 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, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 5. That a new Section 10.57.180 is added to Chapter 10.57 of the Spokane Municipal Code as follows:

10.57.180 Prohibition on Algorithmic Rental Price Fixing

A. Definitions. For the purposes of this section:

1. "Coordinate" and "coordinating" shall mean an algorithm service provider is:

(a) Collecting historical, anticipated, or contemporary prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords or from private databases ((~~or from public databases~~)); and

(b) Analyzing or processing the information described in this section through the use of a system or software that utilizes an algorithmic or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord;

(c) "Coordinate" and "coordinating" do not include publishing rental price estimates that:

i. Are solely based on publicly available information;

ii. Are equally available to all members of the public; and

iii. Do not require a contract, agreement, or registration to obtain.

2. "Dwelling unit" has the meaning as defined in SMC 17A.020.040.

3. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

4. “Person” has the meaning as defined in SMC 01.02.100.

5. “Algorithm service provider” means any person that uses any methodology, including a computer, software, or other technology, used by two or more persons, that uses competitor data to recommend, align, stabilize, set, or otherwise influence prices, supply levels, occupancy rates, or lease or rental contract terms of residential dwelling units.

B. Exceptions. This section does not apply to coordinating functions provided with either short-term rentals as defined in SMC 17C.316.020 or hotels as defined in SMC 17C.348.020.

C. Violation. It is a violation of this section for:

1. Any landlord, in or affecting commerce, to contract with or otherwise exchange anything of value in return for the coordinating services of an algorithm service provider.

2. Any algorithm service provider, in or affecting commerce, to provide coordinating services to two or more landlords.

3. It is not a violation of this section for a landlord to use a system or software recordkeeping tool absent conduct otherwise prohibited under this section.

D. Penalty. The City may file a civil action in a court of competent jurisdiction for violations of Section 10.57.180 for civil penalties of up to five thousand dollars per violation. Each instance of coordinating services for each dwelling unit shall be considered a separate violation. The court may award reasonable attorney’s fees and costs to the City if the City is the prevailing party.

E. Revocation of Business License. Pursuant to Section 08.01.321, the City of Spokane shall cancel or revoke the business license of a landlord, landlord’s agent, or algorithm service provider successfully found in violation of this section and shall not be eligible to obtain a City of Spokane business license for five years thereafter.

F. Submission of Violations. Tenants, landlords, and the employees or contractors of landlords are encouraged to submit violations of this section to the City Attorney and the Residential Rental Housing Navigator.

Section 6. 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 7. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local state or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/29/2025
Clerk's File #	ORD C36801
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact	JON SNYDER/ADAM 342-6913		
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LOCAL OPTION TRANSPORTATION TAX FOR COMMERCIAL PARKING FOR THE		

Agenda Wording

An ordinance adopting a local option transportation tax for commercial parking for the purpose of funding transportation system maintenance and safety improvements, and establishing incentives for efficient land use that meet the goals of the City's Comprehensive Plan; amending the title of SMC Chapter 08.07D, Section 08.07D.060, adopting a new Chapter 08.22 to Title 08 to the Spokane Municipal Code; and setting an effective date.

Summary (Background)

This ordinance adopts a local option transportation tax, pursuant to RCW 82.80.030, for commercial parking for the purpose of funding transportation system maintenance and safety improvements and establishes incentives for efficient land use that meet the goals of the City's Comprehensive Plan. Pursuant to RCW 82.80.070, the revenue collected from a local option transportation tax must be used for transportation purposes only.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source	Taxes

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

This funding source is authorized pursuant to RCW 82.80.030.

Expense	N/A

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

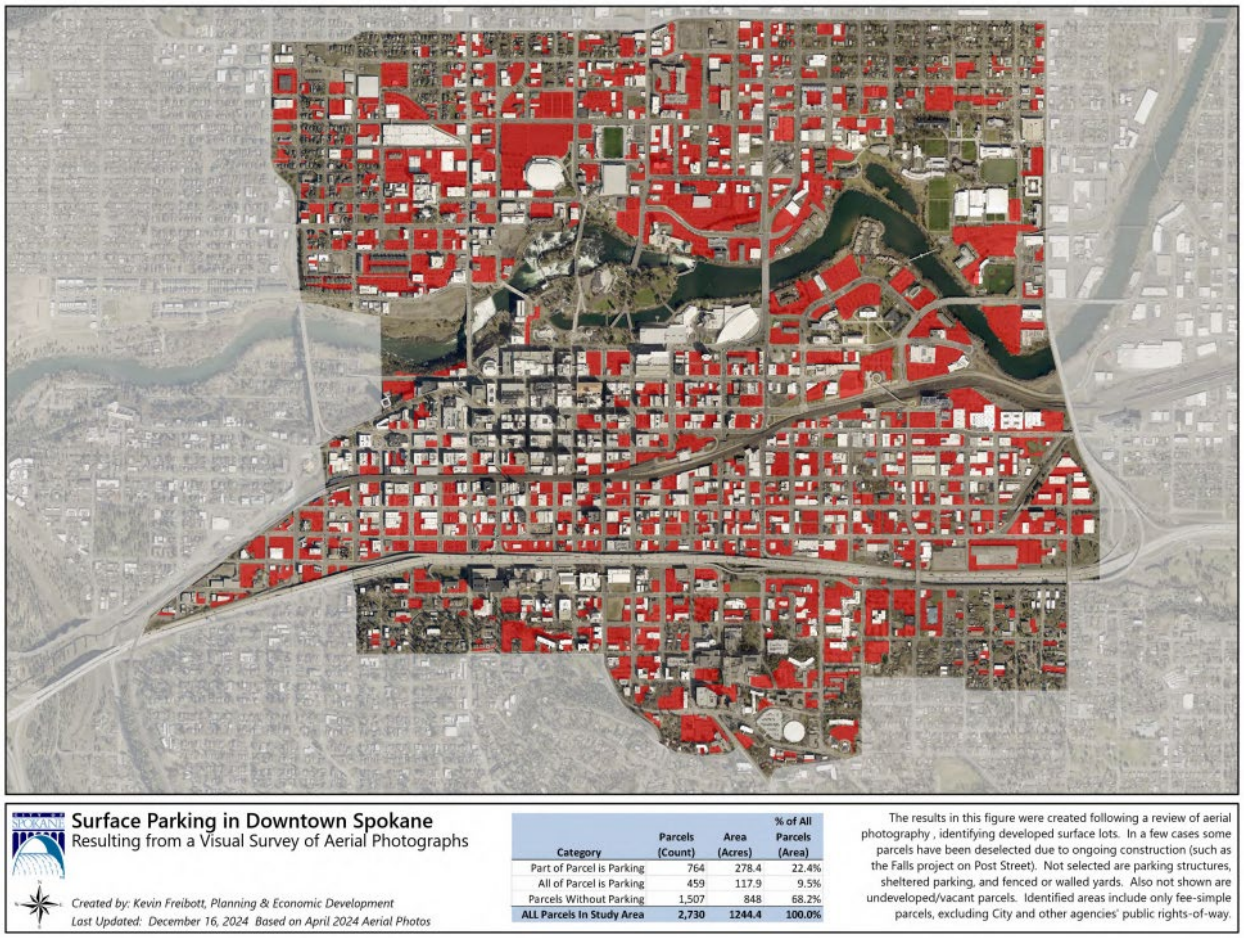
Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	

ORDINANCE NO. C36801

An ordinance adopting a local option transportation tax for commercial parking for the purpose of funding transportation system and safety improvements, and establishing incentives for efficient land use that meet the goals of the City's Comprehensive Plan; amending the title of SMC Chapter 08.07D, Section 08.07D.060, adopting a new Chapter 08.22 to Title 08 to the Spokane Municipal Code; and setting an effective date.

WHEREAS, an estimated thirty percent (30%) of land in downtown Spokane is devoted to parking facilities, and sufficient on-street and off-street parking availability exists for residents and visitors driving downtown; and



Surface Parking in Downtown Spokane
Resulting from a Visual Survey of Aerial Photographs

Created by: Kevin Freibott, Planning & Economic Development
Last Updated: December 16, 2024 Based on April 2024 Aerial Photos

Category	Parcels (Count)	Area (Acres)	% of All Parcels (Area)
Part of Parcel is Parking	764	278.4	22.4%
All of Parcel is Parking	459	117.9	9.5%
Parcels Without Parking	1,507	848	68.2%
ALL Parcels In Study Area	**2,730**	**1244.4**	**100.0%**

The results in this figure were created following a review of aerial photography , identifying developed surface lots. In a few cases some parcels have been deselected due to ongoing construction (such as the Falls project on Post Street). Not selected are parking structures, sheltered parking, and fenced or walled yards. Also not shown are undeveloped/vacant parcels. Identified areas include only fee-simple parcels, excluding City and other agencies' public rights-of-way.

WHEREAS, the City of Spokane Comprehensive Plan policy DP 2.13 supports minimizing the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and [improving] the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping; and

WHEREAS, the City of Spokane's Comprehensive Plan policy TR 18 calls for the City to develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context; and

WHEREAS, the City of Spokane's Comprehensive Plan policy SH 6.1 supports Crime Prevention Through Environmental Design through Friendly Streetscapes – encouraging on-street parking (as opposed to expansive parking lots)…"; and

WHEREAS, Spokane Municipal Code 17C.124.340, adopted by the City Council through Ordinance C34522 in 2009, requires parking structures to include street-level retail, office, or civic uses along at least fifty percent (50%) of the street frontage not devoted to vehicular access areas in all downtown zones; and

WHEREAS, Ordinance C34522 (SMC 17C.124.110) also requires new downtown stand-alone commercial parking as a primary use to be located entirely within a parking structure; and

WHEREAS, the 2019 Downtown Spokane Parking Study Plan found that surface lots not only limit development of new housing or commercial uses, but also significantly detract from the aesthetics, safety, and walkability of downtown; and

WHEREAS, the Downtown Spokane Parking Study Plan also found that even at the busiest time of day, parking occupancy peaks at 56%, leaving thousands of parking spaces underutilized; and

WHEREAS, the Downtown Spokane Parking Study Plan in F.2 – Expand and Diversify Funding Approaches and Financial Incentives calls for the City to create "innovative tax or tax abatement approaches to phase out or incentivize different uses for surface parking lots" to incentivize new development on surface parking lots to highest and best use and ensure long-term financial stability and diversity of the City's revenue stream; and

WHEREAS, according to the University District Parking Study, parking occupies one-fifth ($1/5^{th}$) of all land in the University District; and

WHEREAS, the University District Parking Study found "large surface parking lots impact the overall walkability and connectivity of each campus, as well as the [University] district as a whole. Future development and additions of parking supply should evaluate approaches that minimize surface parking and prioritize multimodal connectivity"; and

WHEREAS, the Spokane City Council passed Resolution 2021-0087, adopting the City of Spokane Sustainability Action Plan; and

WHEREAS, the City of Spokane Sustainability Action Plan Strategy 2. Encourage sustainable land use that promotes varied housing options and infill development, calls for the elimination of financial incentives for low-intensity development (i.e., surface parking) as a priority action; and

WHEREAS, the Spokane City Council adopted Ordinance C36080, adopting the Spokane Downtown Plan; and

WHEREAS, surface parking areas contribute disproportionately to warming in urban environments and the Spokane Downtown Plan calls for the City to reduce the impacts of surface parking lots, including their contributions to urban heat islands; and

WHEREAS, the Spokane Downtown Plan found "the predominance of surface parking lots detracts from the experience of walking Downtown. Redevelopment of these sites would strengthen the downtown fabric and bring new activities and jobs. Reducing surface parking and consolidating parking in garages would improve walkability in the city and at the same time improve parking options for businesses, employees, and visitors."

WHEREAS, a priority action recommended by the Spokane Downtown Plan is to actively pursue redevelopment of surface [parking] lots, including the redevelopment of the existing surface parking lots in the DTC-100 Zone along Spokane Falls Boulevard, which has been identified as an opportunity site since the adoption of the 2008 Spokane Downtown Plan; and

WHEREAS, the Spokane Downtown Plan calls for the City and Downtown Spokane Partnership to prioritize an effort to actively pursue commercial and residential mixed-use development on surface parking lots through policy strategies; and

WHEREAS, the Spokane Downtown Plan calls for the expansion of structured parking that minimizes the impact of parking on the pedestrian realm with ground-floor uses, design of vehicular access, adaptive strategies, and façade treatments that make for a more engaging, pedestrian-oriented structures while preserving the capacity to convert such a facility to a higher and better use for the Downtown in the future; and

WHEREAS, the Spokane City Council unanimously adopted Resolution 2023-0014 and Ordinance C36357, establishing a sales and use tax deferral program commonly known as 'Pavement to People, incentivizing the development of surface parking lots into affordable and market-rate housing; and

WHEREAS, the City of Spokane was the first and remains the only city in the state of Washington to establish a sales and use tax deferral program, incentivizing the redevelopment of underdeveloped property, including surface parking lots into housing; and

WHEREAS, the Spokane City Council unanimously adopted Ordinance C36646, eliminating height limits in downtown Spokane to encourage the development of housing; and

WHEREAS, transportation revenue received by the City through sources authorized by the state, such as the Real Estate Excise Tax and Motor Vehicle Fuel Tax,

distributed by the state, is subject to significant market fluctuations; and

WHEREAS, macroeconomic factors such as inflation have increased costs for labor, asphalt, fuel, deicer, electricity for traffic and street lighting, and owning and maintaining trucks and related equipment, which leads to a reduction in the City's buying power and impacts the City's ability to deliver transportation projects; and

WHEREAS, Washington state law (RCW 82.80.030) provides a local option transportation funding source through the imposition of a commercial parking tax in accordance with RCW 82.80.070 to be used solely for the purpose of making transportation improvements in accordance with chapter 36.73 RCW; and

WHEREAS, the City of Spokane Comprehensive Plan Economic Development Policy 7.4 – Tax Incentives for Land Improvement calls for the city to "Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development."; and

WHEREAS, it is the intent of the City of Spokane to impose, pursuant to RCW 82.80.030, a uniform local option commercial parking tax to fund the City of Spokane's transportation system and establish incentives for efficient land use that meet the goals of the City's Comprehensive Plan.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That the title of chapter 08.07D of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07D <u>Pavement to People</u> Sales and Use Tax Deferral Program ((~~for Underdeveloped Urban Land Redevelopment~~))

Section 2. That Section 08.07D.060 of Chapter 08.07D of the Spokane Municipal Code is amended to read as follows:

Section 08.07D.060 Application Fee

<u>A.</u> The City may establish an application fee<u>.</u> This fee shall not exceed an amount determined to be required to cover the cost to be incurred by the City in administering the program under this chapter, and shall be reviewed and approved by the City Council on an annual basis. The application fee must be paid at the time the application for program approval is filed.

B. The application fee shall not apply to underdeveloped property subject to the tax imposed in SMC Chapter 08.22.

Section 3. There is enacted a new chapter 08.22 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.22 Local Option Transportation Tax – Commercial Parking
- 08.22.010 Definitions
- 08.22.020 Imposition of Local Option Transportation Tax - Commercial Parking
- 08.22.030 Commercial Parking Tax Exemptions
- 08.22.040 Collection and Remittance of Commercial Parking Tax to the City
- 08.22.050 Local Option Transportation Revenue
- 08.22.060 Efficient Land Use Credit Program

Section 08.22.010 Definitions

Term	Definition
Commercial Parking	Commercial Parking means any transaction or arrangement whereby a vehicle is parked, and a fee is charged for parking or allowing the vehicle to be parked.
Commercial Parking Business	Commercial Parking Business shares the same definition as “Commercial Parking Business” in RCW 82.80.030.
Commercial Parking Lot	Commercial Parking Lot shares the same definition as “Commercial Parking Lot” in RCW 82.80.030.
Commercial Parking Tax	Commercial Parking Tax means the special local option transportation tax, pursuant to RCW 82.80.030(2), imposed by this chapter.
Counter-Complete	Counter-complete means that the Commercial Parking Lot has an accepted building permit for residential or commercial development with full payment of associated plan review fees.
Parking fee	Parking fee means the fee paid or due for the act or privilege of parking a vehicle in a commercial parking lot.

Section 08.22.020 Imposition of Local Option Transportation Tax - Commercial Parking

A. Pursuant to RCW 82.80.030(2), a local option transportation tax is imposed for the act of parking a motor vehicle in a facility operated by a commercial parking

business.

B. The amount of the commercial parking tax shall be equal to the parking fee multiplied by the commercial parking tax rate.

C. Effective January 1, 2026, the commercial parking tax rate is imposed at twelve percent (0.12). The local option transportation tax levied by this chapter shall be in addition to any license fee or tax imposed or levied under any law, statute, or ordinance, whether imposed or levied by the City, State, or other governmental entity or political subdivision.

D. It shall be conclusively presumed that the posted parking prices do not include the commercial parking tax unless all the following conditions are met:

    1. The fee is advertised as including the commercial parking tax, or that the commercial parking business is paying the commercial parking tax; and

    2. The words "tax included" are stated immediately following the advertised or posted prices in print size at least half as large as the advertised or posted prices print size; and

E. All advertised or posted parking prices and the words "tax included" are stated in the same medium, whether oral or visual, and if oral, in substantially the same inflection and volume. If these conditions are satisfied, then price lists, reader boards, and other price information media need not separately show the parking fee and the actual amount of commercial parking tax being collected.

Section 08.22.030 Commercial Parking Tax Exemptions

The following are exempt from the commercial parking tax:

A. All exemptions provided in RCW 82.80.030;

B. Employee parking, with commercial parking lot stalls provided or reserved for use by an employee who works within the city of Spokane, where the employee parks their vehicle in connection with their employment, without regard to whether arrangements or payment for the parking is made by the employee or by their employer; and

C. Student parking, with commercial parking lot stalls provided or reserved for use by a student attending a secondary or post-secondary school within the city of Spokane, where the student parks their vehicle in connection with their enrollment, without regard to whether arrangements or payment for the parking is made by the student or by their school;

D. Residential parking, with commercial parking lot stalls provided or reserved for use by a resident of the city of Spokane, where the resident parks their vehicle in connection with their residence, without regard to whether arrangements or payment for the parking is made by the resident, landlord, property manager, or property owner; and

E. On-street parking, where the parking stall is controlled, regulated, and inspected by the City of Spokane's Parking Services.

Section 08.22.040 Collection and Remittance of Commercial Parking Tax to the City

A. A commercial parking business or person acting on behalf of a commercial parking business shall collect the amount of the commercial parking tax at the time payment for the parking fee is made.

B. The commercial parking tax shall be stated separately from the parking fee on all instruments evidencing the parking fee.

C. The commercial parking tax imposed by this chapter is due and payable monthly. Every commercial parking business or person subject to the commercial parking tax shall file a verified return, in such form as prescribed by the Chief Financial Officer and remit the tax due by the last day of the month. The commercial parking tax shall be deemed held in trust by the person required to collect the same until remitted to the City. Any commercial parking business or person that fails to collect the commercial parking tax, or that collects the commercial parking tax but fails to remit the commercial parking tax to the City, shall be liable to the City for the amount of such tax.

D. The City shall be authorized to review and inspect financial records involving activities of commercial parking businesses which are taxable by this tax, at least quarterly each year.

E. If a commercial parking business subject to this tax fails to pay any tax required by this chapter within fifteen (15) days after the due date thereof, there may be added to such tax a penalty of ten % (10%) of the tax per month for each month overdue, which shall be added to the amount of the tax due.

Section 08.22.050 Local Option Transportation Revenue

Pursuant to RCW 82.80.070, the proceeds collected pursuant to the exercise of the local option authority of RCW 82.80.030 shall be used for transportation purposes only, including but not limited to street construction and maintenance, street paving, sidewalk construction and maintenance, and other transportation system improvements and for the administration of the local option transportation tax authorized by this chapter, including

those activities of the City in keeping and tracking records and credits, financial reports and other documents, reviewing filings and compiling reports by commercial parking businesses, and other activities involved in collection and enforcement of the tax.

Section 08.22.060 Efficient Land Use Credit Program

A. It is the intent of the City of Spokane to establish an Efficient Land Use Credit Program to meet the City's land use standards, Comprehensive Plan goals, and the recommendations of the Spokane Downtown Plan, Sustainability Action Plan, and Downtown Parking Study.

B. Any commercial parking lot meeting any of the following criteria, as determined by the City, may be eligible for an Efficient Land Use Credit equivalent to one-half (½) of the commercial parking tax rate imposed in SMC 08.22.020:

    1. Commercial Parking Lot with two or more floors of commercial parking;

    2. Commercial Parking Lot below ground-level; or

    3. Commercial Parking Lot with a counter-complete building permit for residential or commercial development as of the effective date of this ordinance.

C. A commercial parking business with a commercial parking lot eligible for a credit under this section shall submit a written request to the City of Spokane, using the form prescribed and supplied by the City.

D. If approved, the effective date for the credit shall be the month following the City's acceptance of an accurate, complete, and signed request. Any tax and any associated late penalties that may have accrued for the commercial parking business prior to the effective date of the credit shall be due before the issuance of the credit.

E. The commercial parking business is responsible for reporting any change that may affect the qualification of a credit provided by this section. If the commercial parking business fails to report any such change, the City shall pursue the tax required by this chapter, including any penalties provided by SMC 08.22.040(E).

Section 4. Effective Date. The effective date of this ordinance shall be January 1, 2026.

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

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

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Memorandum

Office of the Mayor

DATE: November 3, 2025

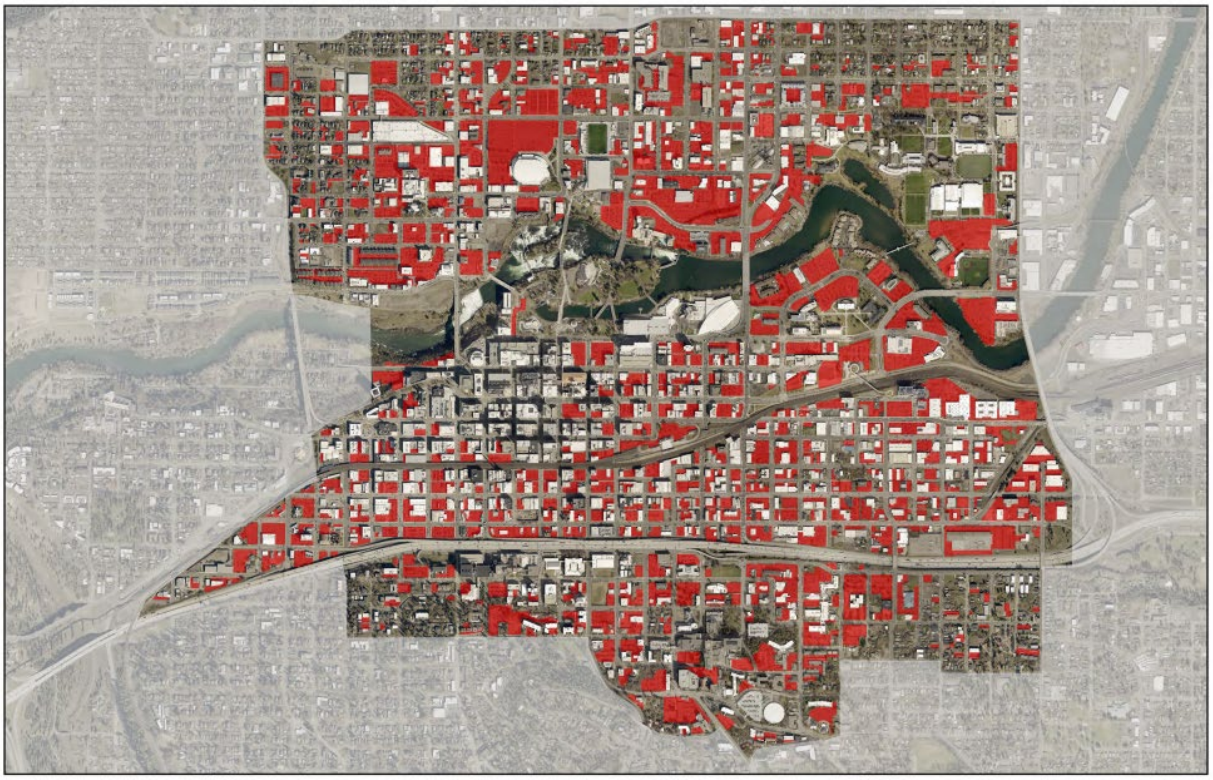
FROM: Adam McDaniel – Policy Advisor, Office of the Mayor & Nicole White – Climate Resilience Program Coordinator

TO: Councilmember Paul Dillon, Chair, Finance and Administration Committee

RE: Adopting a local option transportation tax for commercial parking for the purpose of funding transportation system and safety improvements, and establishing incentives for efficient land use that meet the goals of the City of Spokane's Comprehensive Plan.

I. **Background**:

An estimated thirty percent (30%) of land in downtown Spokane is devoted to parking facilities. The City commissioned a Downtown Parking Study, published in 2019, that demonstrated that there is sufficient on-street and off-street parking for residents and visitors driving downtown (an estimated 37,000 parking stalls – 85% of which are off-street parking).



Surface Parking in Downtown Spokane

Resulting from a Visual Survey of Aerial Photographs

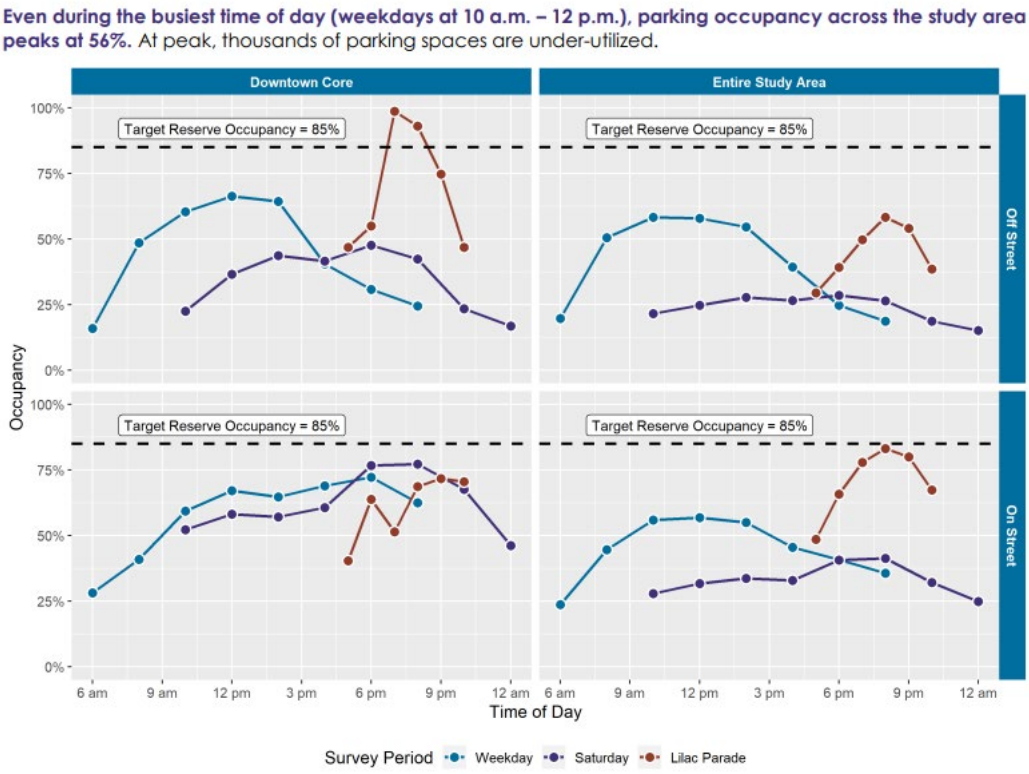
Created by: Kevin Freibott, Planning & Economic Development

Last Updated: December 16, 2024 Based on April 2024 Aerial Photos

Category	Parcels (Count)	Area (Acres)	% of All Parcels (Area)
Part of Parcel is Parking	764	278.4	22.4%
All of Parcel is Parking	459	117.9	9.5%
Parcels Without Parking	1,507	848	68.2%
ALL Parcels In Study Area	**2,730**	**1244.4**	**100.0%**

The results in this figure were created following a review of aerial photography , identifying developed surface lots. In a few cases some parcels have been deselected due to ongoing construction (such as the Falls project on Post Street). Not selected are parking structures, sheltered parking, and fenced or walled yards. Also not shown are undeveloped/vacant parcels. Identified areas include only fee-simple parcels, excluding City and other agencies' public rights-of-way.

The Downtown Parking Study found that even at the busiest time of day, parking occupancy peaks at 56%, leaving thousands of parking spaces unused, demonstrating excess capacity.



Downtown Parking Study 2019

Additionally, a parking study of the University District, published in 2018, found that 25% of the land in the University District is occupied by parking (an estimated 2,000 on-street stalls and 9,783 off-street stalls).

The City of Spokane's *Comprehensive Plan Economic Development Policy 7.4 – Tax Incentive for Land Improvement* calls for the City to "support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development." The Comprehensive Plan supports the imposition of taxes and fees that "reflect the priorities of the community as expressed in the Comprehensive Plan."

The City's *Comprehensive Plan Urban Design and Historic Preservation Policy 2.13 – Parking Facilities Design* calls for the City to "minimize the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and improve the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping."

The City's *Comprehensive Plan Transportation Policy 18 – Parking* calls for the City to "develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context desired." This policy recommends several key actions, including implementing the recommendations from area parking studies such as the Downtown Parking Study (2019) and the University District Parking Study (2018).

The City's Comprehensive Plan also recognizes the importance of encouraging friendly streetscapes as a component of public safety. *Comprehensive Plan Social Health Policy 6.1 – Crime Prevention Through Environmental Design Themes* encourages on-street parking as opposed to expansive parking lots to support public safety.

The City Council has adopted several land use policies to address commercial parking. These include:

- A requirement that parking structures include street-level retail, office, or civic uses along at least fifty percent (50%) of the street frontage not devoted to vehicular access areas in all downtown zones (SMC 17C.124.340); and

- A requirement that all new downtown stand-alone commercial parking, where parking is the primary use, be located entirely within a parking structure (SMC 17C.24.110).

II. **Policy Recommendation**

Provided by RCW 82.80.030(2), this ordinance adopts a local option transportation tax on commercial parking for the purpose of funding transportation system and safety improvements and establishes incentives for efficient land use that meet the goals of the City's Comprehensive Plan.

III. Proposed Ordinance Table of Contents

Section 1. Amends the Title of SMC Chapter 08.07D (Sales and Use Tax Deferral Program for Underdeveloped Urban Land Redevelopment)
Section 2. Amends SMC Section 08.07D.060 (Application Fee)

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Section 3:
New SMC Section 08.21.010 (Definitions)
New SMC Section 08.21.020 (Imposition of Local Option Transportation Tax - Commercial Parking)
New SMC Section 08.21.030 (Commercial Parking Tax Exemptions)
New SMC Section 08.21.040 (Collection and Remittance of Commercial Parking Tax to the City)
New SMC Section 08.21.050 (Local Option Transportation Revenue)
New SMC Section 08.21.060 (Efficient Land Use Credit Program)

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Section 4. Effective Date
Section 5. Severability
Section 6. Clerical Errors

Section 1. Amends the Title of SMC Chapter 08.07D (Sales and Use Tax Deferral Program for Underdeveloped Urban Land Redevelopment)

This section amends the title of the section to reflect the common name of the program: Pavement to People Sales and Use Tax Deferral Program

In 2022, the Washington Legislature passed Senate Bill 5755, creating an economic incentive to stimulate the redevelopment of underdeveloped property through the use of a sales and use tax deferral program. The incentive assists property owners in redeveloping public parking ("underdeveloped property"), revitalizing property through the construction of affordable housing. Under Chapter 82.92 RCW, in coordination with a local government, the Department of Revenue can issue a sales and use tax deferral certificate for the construction of affordable multifamily units. Utilizing the tax deferral certificate, a property owner does not have to pay sales or use taxes on the construction of residential improvements. The property owner would still pay sales and use tax on non-residential improvements, like the commercial portion of a mixed-use building. Spokane is the first and only city in Washington to adopt code enabling the use of the Underdeveloped Urban Land Sales and Use Tax Deferral. This incentive helps the City to realize the goals of the Comprehensive Plan more fully, while also encouraging the construction of more affordable housing and providing the benefit of more construction jobs. This program is known locally and throughout the state as the *Pavement to People* incentive program.

Section 2. Amends SMC Section 08.07D.060 (Application Fee)

This section effectively waives the Pavement to People application fees for any property/project subject to the commercial parking tax.

The state law authorizing the Pavement to People program provides that the City may establish an application fee for administering the incentive program. An applicant for the Pavement to People incentive program is required to pay a permit fee of $1,000 per qualifying parcel before the conditional contract is completed by City staff and submitted to the Department of Revenue. Additionally, a fee of $2,000 per qualifying building is required to be paid to the City before final approval of the tax deferral certificate.

The waiving of this program application fee aligns with previous strategies adopted by the City Council to spur housing development, including but not limited to:

- Elimination of Downtown Height Limits (Ordinance C36646)
- Elimination of Parking Minimums (Ordinance C36556)
- Affordable Housing Permit Fee Deferral (Ordinance C36733)

New SMC Section 08.21.010 (Definitions)

This section defines the following terms: Commercial Parking, Commercial Parking Business, Commercial Parking Lot, Counter Complete, and Parking Fee.

The definitions established in the ordinance come near-exclusively from the state law authorizing the local option transportation tax (RCW 82.80.030).

- Commercial Parking: any transaction or arrangement whereby a vehicle is parked, and a fee is charged for parking or allowing the vehicle to be parked.

- Commercial Parking Business: the ownership, lease, operation, or management of a commercial parking lot in which fees are charged.

- Commercial Parking Lot: a covered or uncovered area with stalls for the purpose of parking motor vehicles.

- Counter-Complete: the Commercial Parking Lot has an accepted building permit for residential or commercial development with full payment of associated plan review fees.

- Parking Fee: the fee paid or due for the act or privilege of parking a vehicle in a commercial parking lot.

New SMC Section 08.21.020 (Imposition of Local Option Transportation Tax - Commercial Parking)

This section establishes a local option commercial parking tax base rate of 0.12 (12%) effective on January 1, 2026. The local option commercial parking tax is equal to the parking fee (established by the commercial parking business) multiplied by the local option commercial parking tax rate.

The City's proposed local option commercial parking tax base rate of 0.12 (12%) is less than nearly every Washington city that has implemented a local option commercial parking tax.

City	Local Option Commercial Parking Tax Rate
SeaTac	$4.13/per transaction
Burien	$3.00
Milton	$1.00/per transaction
Tukwila	15%
Seattle	14.5%
Port Angeles	10%
Spokane	6%/with Efficient Land Use Credits | 12% without Efficient Land Use Credits
Vancouver	$0.15/per transaction (off-street) | $0.20/per transaction (on-street)

The addition of Efficient Land Use Credits that may reduce a commercial parking lot's rate by half (6%) results in the lowest local option commercial parking tax rate by percentage in the state.

The amount of the tax owed is determined by the parking fee established by the commercial parking business. For example, a commercial parking lot with a daily parking rate of $4.00 will collect a local option commercial parking tax of $0.48 ($4.00 x 0.12). If the commercial parking lot is eligible for an Efficient Land Use Credit, the total collected from the tax is reduced by half ($4.00 x 0.06 = $0.24).

New SMC Section 08.21.030 (Commercial Parking Tax Exemptions)

This section creates exemptions from the local option commercial parking tax for local employee parking, local student parking, parking associated with residential living spaces, and all exemptions provided by state law. On-street parking owned and operated by the City of Spokane is also exempt from the local option commercial parking tax.

RCW 82.80.030 provides the following exemptions from the local option commercial parking tax:

- Tax-exempt carpools;
- Vehicles with a disabled parking placard; and
- Government vehicles.

The City's proposal recognizes that parking in a commercial parking lot may be a component of an employee's wage, particularly for employees who work downtown. The City's proposal exempts employee parking where parking stalls are provided or reserved in connection with their employment. Likewise, the City's proposal exempts student parking where the parking stalls are provided or reserved for use by a student in connection with their school enrollment.

Additionally, the City's proposal recognizes that parking in a commercial parking lot may be in conjunction with a person's residence. The City's proposal exempts residential parking where parking stalls are provided or reserved in connection with their residence, regardless of whether the payment is made by the resident, landlord, property manager, or property owner.

Finally, the City's proposal exempts the City's on-street parking system that is regulated by the City's Code Enforcement and Parking Services Department.

New SMC Section 08.21.040 (Collection and Remittance of Commercial Parking Tax to the City)

This section establishes a monthly tax remittance schedule and standard penalties for missed or late remittance of the tax to the City.

The City's proposed ordinance establishes a monthly remittance schedule due by the last day of the month. If the commercial parking tax business does not pay the tax to the City within 15 days of the due date, a penalty of 10% may be added.

This section also authorizes the City to review and inspect the financial records to ensure the tax is being collected as required.

New SMC Section 08.21.050 (Local Option Transportation Revenue)

This section formally codifies the revenue use requirements for local option commercial parking taxes.

RCW 82.80.070 prescribes eligible uses of revenue collected pursuant to the exercise of a local option commercial parking tax. The revenue must be used for transportation purposes only. Specifically, the state law reads:

*"The proceeds collected pursuant to the exercise of the local option authority of RCW 82.80.010 and **82.80.030** (hereafter called "local option transportation revenues") shall be used for transportation purposes only, including but not limited to the following: The operation and preservation of roads, streets, and other transportation improvements; new construction, reconstruction, and expansion of city streets, county roads, and state highways and other transportation improvements; development and implementation of public transportation and high capacity transit improvements and programs; and planning, design, and acquisition of right-of-way and sites for such transportation purposes."*

The use of revenue collected under the local option commercial parking tax must be consistent with the City's adopted transportation and land use plans, including the City's Six-Year Comprehensive Street Program. The Six-Year Comprehensive Street Program communicates capital street projects planned over the upcoming six years. It is developed in alignment with the transportation goals and polices of the City's Comprehensive Plan. The City prepares and publishes an annual update to this program as required by state law, in accordance with the Growth Management Act. The annual update includes the addition of 'needs-driven' new projects and the removal of projects completed in the past year. The Six-Year Comprehensive Street program is used to define the scope, schedule, estimated cost, and funding source for transportation projects and programs. When appropriate, transportation projects are integrated with City utility capital projects to maximize efficiencies and minimize costs.

Transportation revenue received by the City through sources such as the Real Estate Excise Tax and Motor Vehicle Fuel Tax, distributed by the State, is subject to significant market fluctuations. Although the City has been incredibly competitive in obtaining grants for transportation capital construction, macroeconomic factors such as inflation have increased costs for labor, asphalt, fuel, deicer, electricity for traffic and street lighting, and owning and

maintaining trucks and related equipment, which leads to a reduction in the City's buying power and impacts the ability to deliver transportation projects

New SMC Section 08.21.060 (Efficient Land Use Credit Program)

This section establishes an efficient land use credit program to incentivize land use activities that meet the City's Comprehensive Plan. Under this proposal, a commercial parking lot may be eligible for a credit to have a commercial parking tax rate at half of the established rate in SMC 08.21.020 if the commercial parking lot has multiple floors of parking, has below-ground parking, or has a counter-complete building permit for residential or commercial development.

The Downtown Spokane Parking Study Plan found that surface lots not only limit the development of new housing or commercial uses but also significantly detract from the aesthetics, safety, and walkability of downtown. In policy recommendation F.2 – Expand and Diversify Funding Approaches and Financial Incentives, the plan calls for the City to create "innovative tax or tax abatement approaches to phase out or incentivize different uses for surface parking lots" to incentivize new development on surface parking lots to the highest and best use and ensure long-term financial stability and diversity of the City's revenue stream.

The University District Parking Study found "large surface parking lots impact the overall walkability and connectivity of each campus, as well as the [University] district as a whole. Future development and additions of parking supply should evaluate approaches that minimize surface parking and prioritize multimodal connectivity".

The City's Sustainability Action Plan Strategy 2 – Encourage sustainable land use that promotes varied housing options and infill development, calls for the City to "eliminate financial incentive for low-intensity development (i.e., surface parking).

This program encourages land use activities that achieve the City's Comprehensive Plan goals as well as the recommendations outlined in the City's Sustainability Action Plan, University District Parking Study, and the Downtown Spokane Parking Study Plan.

Section 4. Effective Date

This ordinance will go into effect on January 1, 2026.

Section 5. Severability

Standard severability language

Section 6. Clerical Errors

Standard clerical errors language

References

- City of Spokane Comprehensive Plan
- Downtown Spokane Parking Study Plan
- University District Parking Study - Phase I Final Report
- Sustainability Action Plan
- SMC 08.07D – Sales and Use Tax Deferral Program for Affordable Housing
- SMC 17C.124 – Downtown Zones
- SMC 17C.425 – Interim Height Limits
- RCW 82.80 – Local Option Transportation Taxes
- RCW 82.92 – Tax Deferrals for Underdeveloped Urban Land Redevelopment

ORD C36801 (Wilkerson Amendment)(11-12-25)

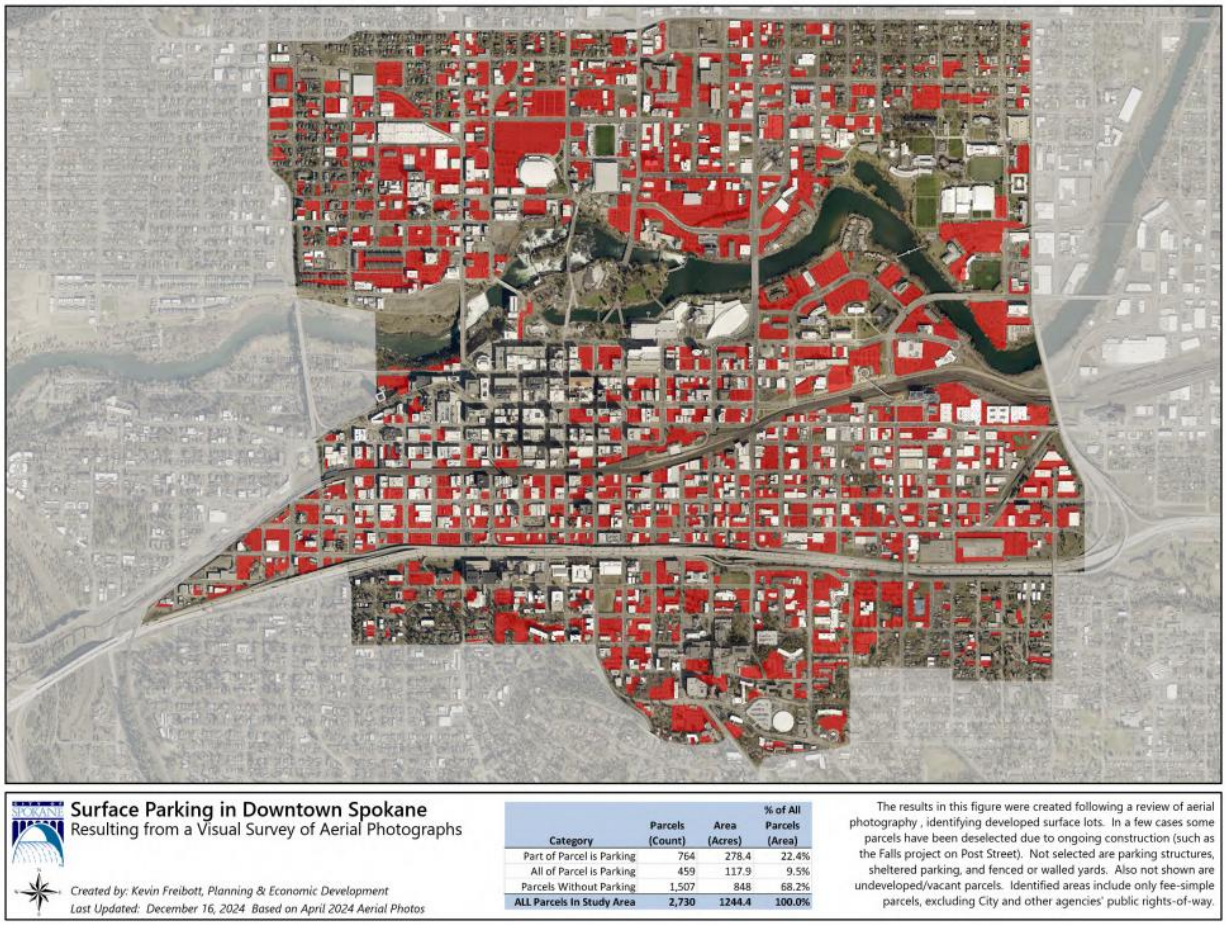
PURPOSE OF AMENDMENT: This amendment, if adopted, would change the January 1, 2026 effective date of the tax imposed by this ordinance to April 1, 2026.

1. **Strike the entirety of the ordinance and substitute the following in its place:**

ORDINANCE NO. C36801

An ordinance adopting a local option transportation tax for commercial parking for the purpose of funding transportation system and safety improvements, and establishing incentives for efficient land use that meet the goals of the City's Comprehensive Plan; amending the title of SMC Chapter 08.07D, Section 08.07D.060, adopting a new Chapter 08.22 to Title 08 to the Spokane Municipal Code; and setting an effective date of April 1, 2026.

WHEREAS, an estimated thirty percent (30%) of land in downtown Spokane is devoted to parking facilities, and sufficient on-street and off-street parking availability exists for residents and visitors driving downtown; and



WHEREAS, the City of Spokane Comprehensive Plan policy DP 2.13 supports minimizing the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and [improving] the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping; and

WHEREAS, the City of Spokane's Comprehensive Plan policy TR 18 calls for the City to develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context; and

WHEREAS, the City of Spokane's Comprehensive Plan policy SH 6.1 supports Crime Prevention Through Environmental Design through Friendly Streetscapes – encouraging on-street parking (as opposed to expansive parking lots)…"; and

WHEREAS, Spokane Municipal Code 17C.124.340, adopted by the City Council through Ordinance C34522 in 2009, requires parking structures to include street-level retail, office, or civic uses along at least fifty percent (50%) of the street frontage not devoted to vehicular access areas in all downtown zones; and

WHEREAS, Ordinance C34522 (SMC 17C.124.110) also requires new downtown stand-alone commercial parking as a primary use to be located entirely within a parking structure; and

WHEREAS, the 2019 Downtown Spokane Parking Study Plan found that surface lots not only limit development of new housing or commercial uses, but also significantly detract from the aesthetics, safety, and walkability of downtown; and

WHEREAS, the Downtown Spokane Parking Study Plan also found that even at the busiest time of day, parking occupancy peaks at 56%, leaving thousands of parking spaces underutilized; and

WHEREAS, the Downtown Spokane Parking Study Plan in F.2 – Expand and Diversify Funding Approaches and Financial Incentives calls for the City to create "innovative tax or tax abatement approaches to phase out or incentivize different uses for surface parking lots" to incentivize new development on surface parking lots to highest and best use and ensure long-term financial stability and diversity of the City's revenue stream; and

WHEREAS, according to the University District Parking Study, parking occupies one-fifth (1/5th) of all land in the University District; and

WHEREAS, the University District Parking Study found "large surface parking lots impact the overall walkability and connectivity of each campus, as well as the [University] district as a whole. Future development and additions of parking supply should evaluate approaches that minimize surface parking and prioritize multimodal connectivity"; and

WHEREAS, the Spokane City Council passed Resolution 2021-0087, adopting the City of Spokane Sustainability Action Plan; and

WHEREAS, the City of Spokane Sustainability Action Plan Strategy 2. Encourage sustainable land use that promotes varied housing options and infill development, calls for the elimination of financial incentives for low-intensity development (i.e., surface parking) as a priority action; and

WHEREAS, the Spokane City Council adopted Ordinance C36080, adopting the Spokane Downtown Plan; and

WHEREAS, surface parking areas contribute disproportionately to warming in urban environments and the Spokane Downtown Plan calls for the City to reduce the impacts of surface parking lots, including their contributions to urban heat islands; and

WHEREAS, the Spokane Downtown Plan found "the predominance of surface parking lots detracts from the experience of walking Downtown. Redevelopment of these sites would strengthen the downtown fabric and bring new activities and jobs. Reducing surface parking and consolidating parking in garages would improve walkability in the city and at the same time improve parking options for businesses, employees, and visitors."

WHEREAS, a priority action recommended by the Spokane Downtown Plan is to actively pursue redevelopment of surface [parking] lots, including the redevelopment of the existing surface parking lots in the DTC-100 Zone along Spokane Falls Boulevard, which has been identified as an opportunity site since the adoption of the 2008 Spokane Downtown Plan; and

WHEREAS, the Spokane Downtown Plan calls for the City and Downtown Spokane Partnership to prioritize an effort to actively pursue commercial and residential mixed-use development on surface parking lots through policy strategies; and

WHEREAS, the Spokane Downtown Plan calls for the expansion of structured parking that minimizes the impact of parking on the pedestrian realm with ground-floor uses, design of vehicular access, adaptive strategies, and façade treatments that make for a more engaging, pedestrian-oriented structures while preserving the capacity to convert such a facility to a higher and better use for the Downtown in the future; and

WHEREAS, the Spokane City Council unanimously adopted Resolution 2023-0014 and Ordinance C36357, establishing a sales and use tax deferral program commonly known as 'Pavement to People, incentivizing the development of surface parking lots into affordable and market-rate housing; and

WHEREAS, the City of Spokane was the first and remains the only city in the state of Washington to establish a sales and use tax deferral program, incentivizing the redevelopment of underdeveloped property, including surface parking lots into housing;

and

WHEREAS, the Spokane City Council unanimously adopted Ordinance C36646, eliminating height limits in downtown Spokane to encourage the development of housing; and

WHEREAS, transportation revenue received by the City through sources authorized by the state, such as the Real Estate Excise Tax and Motor Vehicle Fuel Tax, distributed by the state, is subject to significant market fluctuations; and

WHEREAS, macroeconomic factors such as inflation have increased costs for labor, asphalt, fuel, deicer, electricity for traffic and street lighting, and owning and maintaining trucks and related equipment, which leads to a reduction in the City's buying power and impacts the City's ability to deliver transportation projects; and

WHEREAS, Washington state law (RCW 82.80.030) provides a local option transportation funding source through the imposition of a commercial parking tax in accordance with RCW 82.80.070 to be used solely for the purpose of making transportation improvements in accordance with chapter 36.73 RCW; and

WHEREAS, the City of Spokane Comprehensive Plan Economic Development Policy 7.4 – Tax Incentives for Land Improvement calls for the city to "Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development."; and

WHEREAS, it is the intent of the City of Spokane to impose, pursuant to RCW 82.80.030, a uniform local option commercial parking tax to fund the City of Spokane's transportation system and establish incentives for efficient land use that meet the goals of the City's Comprehensive Plan.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That the title of chapter 08.07D of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07D <u>Pavement to People</u> Sales and Use Tax Deferral Program ((~~for Underdeveloped Urban Land Redevelopment~~))

Section 2. That Section 08.07D.060 of Chapter 08.07D of the Spokane Municipal Code is amended to read as follows:

Section 08.07D.060 Application Fee

A. The City may establish an application fee. This fee shall not exceed an amount determined to be required to cover the cost to be incurred by the City in administering the program under this chapter, and shall be reviewed and approved by the City Council on an annual basis. The application fee must be paid at the time the application for program approval is filed.

B. The application fee shall not apply to underdeveloped property subject to the tax imposed in SMC Chapter 08.22.

Section 3. There is enacted a new chapter 08.22 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.22 Local Option Transportation Tax – Commercial Parking
- 08.22.010 Definitions
- 08.22.020 Imposition of Local Option Transportation Tax - Commercial Parking
- 08.22.030 Commercial Parking Tax Exemptions
- 08.22.040 Collection and Remittance of Commercial Parking Tax to the City
- 08.22.050 Local Option Transportation Revenue
- 08.22.060 Efficient Land Use Credit Program

Section 08.22.010 Definitions

Term	Definition
Commercial Parking	Commercial Parking means any transaction or arrangement whereby a vehicle is parked, and a fee is charged for parking or allowing the vehicle to be parked.
Commercial Parking Business	Commercial Parking Business shares the same definition as “Commercial Parking Business” in RCW 82.80.030.
Commercial Parking Lot	Commercial Parking Lot shares the same definition as “Commercial Parking Lot” in RCW 82.80.030.
Commercial Parking Tax	Commercial Parking Tax means the special local option transportation tax, pursuant to RCW 82.80.030(2), imposed by this chapter.
Counter-Complete	Counter-complete means that the Commercial Parking Lot has an accepted building permit for residential or commercial development with full payment of associated plan review fees.

Parking fee	Parking fee means the fee paid or due for the act or privilege of parking a vehicle in a commercial parking lot.

Section 08.22.020 Imposition of Local Option Transportation Tax - Commercial Parking

A. Pursuant to RCW 82.80.030(2), a local option transportation tax is imposed for the act of parking a motor vehicle in a facility operated by a commercial parking business.

B. The amount of the commercial parking tax shall be equal to the parking fee multiplied by the commercial parking tax rate.

C. Effective January 1, 2026, the commercial parking tax rate is imposed at twelve percent (0.12). The local option transportation tax levied by this chapter shall be in addition to any license fee or tax imposed or levied under any law, statute, or ordinance, whether imposed or levied by the City, State, or other governmental entity or political subdivision.

D. It shall be conclusively presumed that the posted parking prices do not include the commercial parking tax unless all the following conditions are met:

1. The fee is advertised as including the commercial parking tax, or that the commercial parking business is paying the commercial parking tax; and

2. The words "tax included" are stated immediately following the advertised or posted prices in print size at least half as large as the advertised or posted prices print size; and

E. All advertised or posted parking prices and the words "tax included" are stated in the same medium, whether oral or visual, and if oral, in substantially the same inflection and volume. If these conditions are satisfied, then price lists, reader boards, and other price information media need not separately show the parking fee and the actual amount of commercial parking tax being collected.

Section 08.22.030 Commercial Parking Tax Exemptions

The following are exempt from the commercial parking tax:

A. All exemptions provided in RCW 82.80.030;

B. Employee parking, with commercial parking lot stalls provided or reserved for use by an employee who works within the city of Spokane, where the employee parks their vehicle in connection with their employment, without regard to whether

arrangements or payment for the parking is made by the employee or by their employer; and

C. Student parking, with commercial parking lot stalls provided or reserved for use by a student attending a secondary or post-secondary school within the city of Spokane, where the student parks their vehicle in connection with their enrollment, without regard to whether arrangements or payment for the parking is made by the student or by their school;

D. Residential parking, with commercial parking lot stalls provided or reserved for use by a resident of the city of Spokane, where the resident parks their vehicle in connection with their residence, without regard to whether arrangements or payment for the parking is made by the resident, landlord, property manager, or property owner; and

E. On-street parking, where the parking stall is controlled, regulated, and inspected by the City of Spokane's Parking Services.

Section 08.22.040 Collection and Remittance of Commercial Parking Tax to the City

A. A commercial parking business or person acting on behalf of a commercial parking business shall collect the amount of the commercial parking tax at the time payment for the parking fee is made.

B. The commercial parking tax shall be stated separately from the parking fee on all instruments evidencing the parking fee.

C. The commercial parking tax imposed by this chapter is due and payable monthly. Every commercial parking business or person subject to the commercial parking tax shall file a verified return, in such form as prescribed by the Chief Financial Officer and remit the tax due by the last day of the month. The commercial parking tax shall be deemed held in trust by the person required to collect the same until remitted to the City. Any commercial parking business or person that fails to collect the commercial parking tax, or that collects the commercial parking tax but fails to remit the commercial parking tax to the City, shall be liable to the City for the amount of such tax.

D. The City shall be authorized to review and inspect financial records involving activities of commercial parking businesses which are taxable by this tax, at least quarterly each year.

E. If a commercial parking business subject to this tax fails to pay any tax required by this chapter within fifteen (15) days after the due date thereof, there may be added to such tax a penalty of ten % (10%) of the tax per month for each month overdue, which shall be added to the amount of the tax due.

Section 08.22.050 Local Option Transportation Revenue

Pursuant to RCW 82.80.070, the proceeds collected pursuant to the exercise of the local option authority of RCW 82.80.030 shall be used for transportation purposes only, including but not limited to street construction and maintenance, street paving, sidewalk construction and maintenance, and other transportation system improvements and for the administration of the local option transportation tax authorized by this chapter, including those activities of the City in keeping and tracking records and credits, financial reports and other documents, reviewing filings and compiling reports by commercial parking businesses, and other activities involved in collection and enforcement of the tax.

Section 08.22.060 Efficient Land Use Credit Program

A. It is the intent of the City of Spokane to establish an Efficient Land Use Credit Program to meet the City's land use standards, Comprehensive Plan goals, and the recommendations of the Spokane Downtown Plan, Sustainability Action Plan, and Downtown Parking Study.

B. Any commercial parking lot meeting any of the following criteria, as determined by the City, may be eligible for an Efficient Land Use Credit equivalent to one-half (½) of the commercial parking tax rate imposed in SMC 08.22.020:

    1. Commercial Parking Lot with two or more floors of commercial parking;

    2. Commercial Parking Lot below ground-level; or

    3. Commercial Parking Lot with a counter-complete building permit for residential or commercial development as of the effective date of this ordinance.

C. A commercial parking business with a commercial parking lot eligible for a credit under this section shall submit a written request to the City of Spokane, using the form prescribed and supplied by the City.

D. If approved, the effective date for the credit shall be the month following the City's acceptance of an accurate, complete, and signed request. Any tax and any associated late penalties that may have accrued for the commercial parking business prior to the effective date of the credit shall be due before the issuance of the credit.

E. The commercial parking business is responsible for reporting any change that may affect the qualification of a credit provided by this section. If the commercial parking business fails to report any such change, the City shall pursue the tax required by this chapter, including any penalties provided by SMC 08.22.040(E).

Section 4. Effective Date. The effective date of this ordinance shall be April 1, 2026.

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

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

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/15/2025
		Clerk's File #	ORD C36778
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE PROHIBITING ALGORITHMIC RENT PRICE FIXING,		

Agenda Wording

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

Summary (Background)

An ordinance prohibiting the use of algorithmic rent price fixing and protecting against tenant and employee retaliation for claims of violation.

What impacts would the proposal have on historically excluded communities?

Young adults and minority communities are more likely to be renters, opening themselves up to more instability in their housing. Algorithmic rental price fixing can drive up prices and vacancies through digital collusion between landlords.

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 proposal would ban the use of a technology that can artificially inflate rental prices when minority populations are more likely to be renters.

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

Evidence provided for violations, successful enforcement of the proposal, and lack of widespread use of algorithmic rental price fixing programs.

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

This proposal would align with city policies regarding lowering housing costs, maintaining quality rentable units for residents, and ensuring that collusive technologies are not being used to price gouge vulnerable residents searching for housing.

Council Subcommittee Review

The Housing Action Subcommittee reviewed this proposal in an earlier draft format.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

ORDINANCE NO. C36778

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

WHEREAS, software has become available for the use of proprietary non-public information provided to landlords to suggest and set rent prices and other lease terms; and

WHEREAS, the Office of the Washington State Attorney General has previously filed suit alleging that software for the use of algorithmic rent fixing may violate the state's Consumer Protection Act; and

WHEREAS, the Washington State Legislature considered regulating such algorithmic rent fixing in Senate Bill 5469 in the 2025 legislative session; and

WHEREAS, the industry-wide use of such algorithms can drive up rent and vacancies and arguably constitute unlawful price-fixing; and

WHEREAS, the City of Spokane webpage states that Spokane has over eighty thousand renters; and

WHEREAS, The City Council is interested in protecting those residents who rent and in addressing factors that artificially inflate the demand for rental housing; and

WHEREAS, by nature of anti-competitive violations, it can be difficult for tenants and prospective tenants to prove collusion, collaboration, or other uncompetitive behavior between for-profit landlords and property managers; and

WHEREAS, a study on algorithmic rent-fixing and collusion[1] was published in *Urban Science* in August 2025; and

WHEREAS, the study identifies the effects that algorithmic rent-fixing has on neighborhoods and districts, of which algorithmic rent-fixing has the most impact on with price increases through collusive monopolies; and

[1] Zimmerman, A.J.; Anderson, M.B. Nefarious Algorithms: Rent Fixing via Algorithmic Collusion and the Role of Intentionality in the Pursuit of Class Monopoly Rent. *Urban Sci.* 2025**,** 9, 315. https://doi.org/10.3390/urbansci9080315

WHEREAS, the neighborhood effects of those engaging in algorithmic rent-fixing, and collusive activity generally, can be artificially minimized by arguing that the market analysis should be done at larger market scale, thereby diluting the portion of the market that their monopoly constitutes; and

WHEREAS, other localities have passed similar legislation prohibiting algorithmic rental price fixing, including Seattle, Minneapolis, Berkeley, and Jersey City;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.158 of Spokane Municipal Code is amended to read as follows:

07.08.158 Legal Services and Relocation Fund

A. There is established a special revenue fund entitled the "legal services and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 2. That Section 10.57.060 of Spokane Municipal Code is amended to read as follows:

10.57.060 Consistency with Chapter 59.18.RCW

A. The provisions of this chapter shall be interpreted an enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Terms in this chapter shall have the meaning set forth in Chapter 59.18 RCW unless a different meaning is expressly provided herein.

Section 3. That Section 10.57.130 of Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.
Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, 10.57.160, ((~~and~~)) 10.57.170, and 10.57.180.

4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 4. That Section 10.57.140 of Spokane Municipal Code is amended to read as follows:

10.57.140 Private Right of Action

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. 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, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 5. That a new Section 10.57.180 is added to Chapter 10.57 of the Spokane Municipal Code as follows:

10.57.180 Prohibition on Algorithmic Rental Price Fixing

A. Definitions. For the purposes of this section:

1. "Coordinate" and "coordinating" shall mean an algorithm service provider is:

(a) Collecting historical, anticipated, or contemporary prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords or from private databases ((~~or from public databases~~)); and

(b) Analyzing or processing the information described in this section through the use of a system or software that utilizes an algorithmic or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord;

(c) "Coordinate" and "coordinating" do not include publishing rental price estimates that:

i. Are solely based on publicly available information;

ii. Are equally available to all members of the public; and

iii. Do not require a contract, agreement, or registration to obtain.

2. "Dwelling unit" has the meaning as defined in SMC 17A.020.040.

3. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

4. “Person” has the meaning as defined in SMC 01.02.100.

5. “Algorithm service provider” means any person that uses any methodology, including a computer, software, or other technology, used by two or more persons, that uses competitor data to recommend, align, stabilize, set, or otherwise influence prices, supply levels, occupancy rates, or lease or rental contract terms of residential dwelling units.

B. Exceptions. This section does not apply to coordinating functions provided with either short-term rentals as defined in SMC 17C.316.020 or hotels as defined in SMC 17C.348.020.

C. Violation. It is a violation of this section for:

1. Any landlord, in or affecting commerce, to contract with or otherwise exchange anything of value in return for the coordinating services of an algorithm service provider.

2. Any algorithm service provider, in or affecting commerce, to provide coordinating services to two or more landlords.

3. It is not a violation of this section for a landlord to use a system or software recordkeeping tool absent conduct otherwise prohibited under this section.

D. Penalty. The City may file a civil action in a court of competent jurisdiction for violations of Section 10.57.180 for civil penalties of up to five thousand dollars per violation. Each instance of coordinating services for each dwelling unit shall be considered a separate violation. The court may award reasonable attorney’s fees and costs to the City if the City is the prevailing party.

E. Revocation of Business License. Pursuant to Section 08.01.321, the City of Spokane shall cancel or revoke the business license of a landlord, landlord’s agent, or algorithm service provider successfully found in violation of this section and shall not be eligible to obtain a City of Spokane business license for five years thereafter.

F. Submission of Violations. Tenants, landlords, and the employees or contractors of landlords are encouraged to submit violations of this section to the City Attorney and the Residential Rental Housing Navigator.

Section 6. 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 7. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local state or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 08/25/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/20/2025
		Clerk's File #	ORD C36752
		Cross Ref #	
Council Meeting Date: 09/22/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE CONCERNING ADOPTION OF PUBLIC RULES BY THE CITY OF		

Agenda Wording

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code

Summary (Background)

The City's administrative policy for drafting policies and procedures (Admin 0325-18-1) includes provisions for public rules. They are defined as: "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]" The same administrative policy briefly described the adoption process for public rules, and implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. Various rule-making authorizations scattered throughout the municipal code. The authorizing language can vary with each provision of the code. The concept of a "public rule" is essentially a creation of administrative policy. The City's website lists eight public rules, most concerning utility rates. A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges. However, it is not easy to determine the actual number of rules of general application to the public because not all rules are styled as "public rules." An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist. The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter,

and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. The basic elements of the ordinance are: • Provides to City Departments Authorization to Enact Public Rules of General Applicability. The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process. • Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public. • Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies. The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances. • Includes Provisions For Emergency Rules. The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review. • Addresses Existing Public Rules. As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the ordinance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such rule.

What impacts would the proposal have on historically excluded communities?

No impacts specific to historically excluded communities, but like all residents of the city, members of historically excluded communities will benefit from a public rule process that is uniform and transparent.

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?

There is no plan to collect data on the effect of the ordinance.

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

There is no plan to collect data on the effect of the 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 proposal aligns with the legislative powers of the City Council under the City Charter, as well as state law with respect to public records.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Some fiscal impact is assumed while departments review their existing rules and determine whether any rules must be revised and approved by city council consistent with the new provisions for public rules. That impact has not been quantified.

Amount		Budget Account
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

ORDINANCE NO. C36752

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 7, 8, 10, 12, 13, 15 and 16A of the Spokane Municipal Code, and adding new sections 03.07.350 and 08.15.150 to the Spokane Municipal Code.

WHEREAS, pursuant to Section 25 of the Spokane City Charter, the City Council has the authority to create administrative departments of the City and to define the "rights, powers, and duties of the departments" by ordinance; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, depends on the ability of each department to promulgate internal policies and procedures; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, also depends on the ability of each department to promulgate rules of general applicability that apply to members of the public; and

WHEREAS, Washington's Public Records Act (RCW 42.56.040) requires that municipalities publish "[s]ubstantive rules of general applicability adopted as authorized by law, and statements of general policy or interpretations of general applicability," and further provides that such policies may not be enforced against the general public unless properly published; and

WHEREAS, the Public Records Act (RCW 42.56.070) further provides each municipality maintain an index for public viewing "statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the agency;" as well as "[a]dministrative staff manuals and instructions to staff that affect a member of the public;" and

WHEREAS, the process for adopting rules by the City of Spokane is currently set forth in that administrative policy and procedure numbered "Admin 0325-18-1" and titled "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (hereafter "Standardization Policy"); and

WHEREAS, under the Standardization Policy the term "Public Rules and Regulations" is defined as:

" ‘Public Rules and Regulations’ as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code,”

(hereafter the “Public Rule Definition); and

WHEREAS, the Public Rule Definition by its terms is not confined to internal operations of the City, but is applicable to the general public, and includes penal measures that can result in the imposition of a fee or fine, or result in the loss of certain vocational or commercial rights, or otherwise affect the public ability to challenge certain determinations by city officials with respect to certain individuals; and

WHEREAS, only a few City entities, including the Spokane Park Board the Civil Service Commission, are explicitly authorized by the City Charter to promulgate rules; and

WHEREAS, the Spokane Municipal Code does not consistently regulate the promulgation of public rules across City departments and divisions; and

WHEREAS, neither the Standardization Policy, nor the Spokane Municipal Code or the City Charter, require City Council review or approval of public rules; and

WHEREAS, the definition of a public rule set forth in the Standardization Policy omits procedures and practices relating to the confiscation, storage and disposal of personal property belonging to members of the general public; and

WHEREAS, public rules are the functional equivalent of legislation, and because the legislative function of the City is vested exclusively in the City Council and not in the Mayor or the administrative departments of the City, any administrative action meeting the “public rule” definition, whether or not denominated as such, should be adopted only after the requisite public comment process and City Council involvement; and

WHEREAS, public rules should be promulgated only by City departments, divisions or offices expressly authorized by ordinance to promulgate them; and

WHEREAS, consistent with the foregoing, it is the intent of the City Council to establish a uniform and transparent process for adoption of public rules by City departments and to ensure compliance with the Public Records Act with respect to rules that affect the general public;

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

Section 1. That section 01.05.020 is amended to read as follows:

Section 01.05.020 Administrative Responsibilities

A. Except as provided in this section, this chapter does not alter the responsibilities vested by this code in the several officers and employees for administration and enforcement of its various provisions. Promulgation of any rules or regulations relating to enforcement of this code shall comply with Chapter 03.14 of this code.

B. For purposes of issuing a notice of infraction, the code enforcement officer is:

1. the mayor or the division director, department director or assistant director, described in chapter 3.01A SMC, vested with administrative and enforcement jurisdiction in the particular matter; or
2. an employee or agent to whom enforcement jurisdiction has been specifically conferred, who carries a special police commission conferring authority to issue a notice of infraction for the kind of violation in question; or
3. a regularly commissioned law enforcement officer; or
4. a city prosecutor.

Section 2. That there is adopted a new Section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Personnel Regulations - Authority to Promulgate Rules

With the approval of the Mayor, City divisions, departments and offices may promulgate administrative policies and procedures consistent with this chapter. Administrative policies and procedures promulgated pursuant to this chapter 03.07 shall not be deemed public rules under Chapter 3.14 of the Spokane Municipal Code.

Section 3. That there is adopted a new Chapter 3.14 of the Spokane Municipal Code to read as follows:

Chapter 3.14 Public Rule Authority

Section 3.14.010 Department Authority to Promulgate Public Rules
Section 3.14.020 Definitions
Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval
Section 3.14.040 Access to Public Rules
Section 3.14.050 Exemptions

Section 3.14.060 Emergency Public Rule
Section 3.14.070 Effective Date; Construction with Other Law
Section 3.14.080 Effect on Existing Public Rules

Section 3.14.010 Department Authority to Promulgate Public Rules

A. No division, department or office of the City of Spokane may adopt, modify, repeal or enforce a public rule except as authorized by this Chapter.

B. Every Public Rule shall be denominated as such and adopted pursuant to the requirements of this Chapter.

Section 3.14.020 Definitions

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations and which are not enforceable against members of the general public.

B. “Contested Case" means any proceeding before a department in which the legal rights, duties, or privileges of specific parties are required by ordinance to be determined after a hearing by the Hearing Examiner or the City Council.

C. "Department" means the City of Spokane or any of its divisions, departments, or offices including, but not limited to, any City board, commission, committee, officer, or department, including the City Council and its committees, when acting in accordance with or pursuant to authorization by ordinance or Charter to make rules, hear appeals, or adjudicate contested cases.

D. "Departmental Policies and Procedures" are informative directives for internal departmental management and operation of City departments. They affect primarily or exclusively single departments, divisions, or offices.

E. "Executive Orders" formalize specific decisions of the Mayor and/or city administrator and, except in cases of civil emergencies, are not enforceable against members of the general public.

F. “Hearing” means a proceeding before the City Council to consider the adoption, modification, or repeal of any Public Rule.

G. "License" includes those City -issued permits, certificates, approvals, registrations, or forms of permission required before a Person may engage in any activity within the City of Spokane.

H. “Person " means any individual, partnership, corporation, association, or public or private organization of any character.

I. "Public Rule" means any department order, directive, policy or regulation, however denominated and including amendment or repeal of an existing rule, which applies to the general public and which, if violated, subjects a person to a penalty or administrative sanction, including, but not limited to, an order, directive, or

regulation which affects:

1. Procedures, practices or requirements relating to department hearings;
2. Qualifications, standards, or fees imposed for the issuance, suspension, or revocation of licenses or permits;
3. Any rule intended to implement any tax, fee or charge;
4. Mandatory standards which must be met before the distribution or sale of products or materials;
5. Any qualification, requirement, or process relating to the enjoyment of benefits or privileges conferred by law and administered by a Department; or
6. Any program affecting the seizure, storage or disposition of personal property not otherwise owned or leased by the City.

J. "Regulation" means any statement of general applicability and intending to have the force of law.

K. The term "Public Rule" does not include the following:

1. Administrative Policies and Procedures, Departmental Policies and Procedures, or Executive Orders;
2. Rules, regulations or administrative determinations promulgated under Title 17 of the Spokane Municipal Code unless intended to have general applicability;
3. Any policy or rule relating to the hiring, firing, or promotion or access to benefits, of any City employee, including any rights conferred by a collective bargaining agreement;
4. Rules relating to the use of public ways and property when the substance of such rules is indicated to the public by means of signs or signals; and
5. Any rule or regulation issued by the Hearing Examiner in a Contested Case.

Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval

A. At least fourteen (14) days prior to the adoption, amendment or repeal of any Public Rule, a department shall comply with the following procedures:

1. Publish notice of the proposed Public Rule in the Gazette. Notice under this subsection shall include a copy of the proposed Public Rule and (a) a reference to the applicable ordinance or statute under which such Public Rule will be applied; (b) an accurate description of the substance of the proposed Public Rule or of the subjects and issues involved; (c) a statement of the time and place of anticipated City Council committee and legislative review of the proposed public rule; (d) the manner in

which persons may present testimony to the City Council with respect to the proposed Public Rule; and (e) its proposed effective date.

2. Deliver by electronic means a copy of the proposed Public Rule and the required notice under subsection (A)(1) to the address specified by any person who has made a written or electronic request therefor, which request shall be sent to the City Clerk.
3. The proposed Public Rule, the published notice of the Public Rule, and all supporting material shall be filed with the appropriate standing committee of the City Council. The proposing department shall arrange for submission of the proposed Public Rule to the council committee agenda and the council legislative agenda according to council rules of procedures. Upon placement of the proposed Public Rule on the City Council agenda, the City Council may either approve the proposed Public Rule, or reject the proposed Public Rule and return it to the proposing Department for further modifications. Any City Council action to approve the proposed Public Rule shall be by written resolution.

B. Upon approval by resolution by the City Council and filing of the final rule with the City Clerk as provided in this section, a Public Rule shall be deemed final and enforceable against the general public upon stated effective date.

C. Nothing in this Chapter shall be construed to prevent the City Council from independently approving or nullifying any Public Rule at any time after its effective date. Approval or nullification of an existing Public Rule shall be by written resolution.

Section 3.14.040 Access to Public Rules

It is the intent of the City to provide maximum public access to all Public Rules currently in place or hereafter adopted by the City. The City Clerk, in conjunction with other relevant City departments, shall maintain a system for public review, searching, printing, downloading and/or copying of any Public Rule adopted by the City.

Section 3.14.050 Exemptions

This Chapter shall not apply to the following:

1. Any rule or regulation adopted by the Spokane Park Board with respect to the use of park land or park property or the enforcement thereof;
2. Any rule or regulation adopted by the Spokane Library Board of Trustees with respect to the operation and management of library facilities, property, programs and all aspects of governed under Chapter 42.17 RCW
3. Any rule or regulation adopted by the Civil Service Commission or

enforcement thereof;

4. Any rule or regulation adopted by the Spokane Municipal Court, or enforcement thereof;
5. Executive Orders issued pursuant to Chapter 02.04 of the Spokane Municipal Code (Civil Emergencies);
6. Rules and procedures adopted pursuant to Section 04.32 of the Spokane Municipal Code (Ombuds);
7. Rules adopted by the City Attorney or the Mayor with respect to the operations of city prosecutors or public defenders;
8. Any rules or regulations adopted pursuant to Chapter 12.03 of the Spokane Municipal Code (Airport Regulations);
9. Temporary rate changes implemented pursuant to Section 13.01.0303 of the Spokane Municipal Code so long as any Public Rule is adopted pursuant to this Chapter within ninety (90) days of enforcement;
10. Any rule or regulation intending to ensure compliance with the Shoreline Master Plan adopted pursuant to RCW 90.58 and related regulations;
11. Rules relating to civil forfeitures pursuant to RCW 9A.88.150;
12. Rules of procedure and case management orders promulgated by the Hearing Examiner; and
13. Any rule adopted to ensure compliance with state or federal law and in which the adoption of a Public Rule pursuant to this chapter would conflict with said state or federal law.

Section 3.14.060 Emergency Public Rule

Where a department finds that immediate adoption, amendment, or repeal of a Public Rule is necessary for the urgent preservation of public peace, health, or safety, or for the immediate support of City government and its existing public institutions, such Public Rule may become effective upon filing of such adoption, amendment, or repeal of the Public Rule with the City Clerk. This filing shall be accompanied by a statement of the facts upon which the findings of an emergency and necessity are based. The adoption, amendment, or repeal of a Public Rule under this section shall be presented to the City Council for emergency interim ratification and placed on the City Council calendar within twenty-one (21) days after filing with the City Clerk. Following the emergency review and interim ratification by the City Council, the proposed Public Rule(s) shall be enforceable pending review through the standard process as outlined in 03.14.030. This emergency section does not relieve any department from compliance with any federal or state law requiring that the adoption, amendment, or repeal be approved by designated persons or bodies before they become effective, nor shall any action be taken under this section which affects any pending case or controversy. Emergency Public Rules which are rejected or remanded by the City Council shall

be deemed null and void.

Section 3.14.070 Effective Date; Construction with Other Law

Once approved as provided in this Chapter, any Public Rule shall be binding on all persons and deemed a law of general applicability. No Public Rule may conflict with any provision of federal or state law, with the City Charter or with the Spokane Municipal Code. Whenever possible, the Public Rule shall be construed and applied consistent with applicable law.

Section 3.14.080 Effect on Existing Public Rules

Any Public Rule adopted or modified prior to the effective date of this ordinance, whether or not denominated as such, shall be subject to the adoption process set forth in this Chapter; provided, that any such Public Rule clearly denominated as such and approved by council resolution less than one year prior to the effective date of this ordinance may remain in effect for three (3) years after its stated effective date unless specifically repealed or modified in accordance with this Chapter. Departments may continue to enforce such Public Rules for more than three (3) years after the effective date of this ordinance without City Council review, so long as public notice and City Council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any existing Public Rule not reviewed by the City Council as provided in this section shall be null and void, except as to any pending case or controversy under such Public Rule.

Section 4. That section 04.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.01.080 Rules

Each ((~~agency is to~~)) board or commission may promulgate rules for the conduct of its business which shall promote the policies and objectives of this chapter; provided, any Public Rule shall be adopted only as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 5. That section 04.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.020 Rules and Regulations – General

A. ((~~The mayor promulgates~~)) The City may promulgate rules and regulations for the collection and reporting of all moneys due the City with attendant emphasis on identifying moneys to which the City is entitled, prompt invoicing and reporting among affected departments, and prosecuting delinquencies. The rules and

regulations may specify when and how collection is to be affected, negotiation of payments, collection of interest on payments not to exceed the maximum allowed by state law, such other costs as may be incurred by the City due to delinquency, and settlement of claims not to exceed two thousand five hundred dollars in total value before negotiated settlement.

B. ((~~This chapter and the rules and regulations promulgated by the mayor hereunder are to be given the widest dissemination among City departments and employees.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 6. That Article I, Section 04.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.040 Industrial Insurance Claims

Claims for industrial injuries shall be reported and investigated in accordance with administrative rules and regulations promulgated by the mayor. Administrative rules and regulations promulgated pursuant to this section shall not be subject to Chapter 03.14 of the Spokane Municipal Code, unless they apply to persons other than City officers or employees.

Section 7. That Article II, Section 04.02.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.070 Rules and Regulations

The ((~~director~~)) City has authority to promulgate rules and regulations, develop administrative procedures and do all things necessary to effectuate the purposes of SMC 4.02.060 through SMC 4.02.220. ((~~Rules and regulations promulgated by the director are on file in the City utilities billings office and available for public inspection during regular business hours.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 8. That section 07.06.030 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.030 Guidelines

The Director of Purchasing and Contracts is authorized to establish procedures to serve as guidelines for the implementation of this chapter. Adoption of such procedures need not comply with Chapter 3.14 of this code unless the procedures result in the adoption of a public rule.

Section 9. That section 08.01.250 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.250. Rules and Rulings

A. ((~~The chief financial officer~~)) The City may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with superior law. The purpose of such rules and regulations is to carry out the provisions of this chapter, and it shall be unlawful to fail to comply with any such rule or regulation. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

B. The City, through the ((~~The~~)) chief financial officer, may ((~~also~~)) issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the taxpayer.

Section 10. That Article I, section 08.02.011 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.011 – ((~~Administrative~~)) Public Rules and Regulations

A. ((~~The mayor~~)) The City is authorized to promulgate rules and regulations consistent with this title and respecting the provision of various services by the administrative staff, including the charges and fees for such services, to the extent such services and fees are not specifically provided for in this ((~~code~~)) title. The authority of this section includes specifically but is not limited to the furnishing of maps and other public records and delinquent penalties and interest rates on accounts receivable.

B. ((~~The mayor causes such regulations and schedules of charges to be filed with the city clerk and in appropriate departments in accordance with the City's public records system.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. Consistent with Public Rules promulgated under this title, ((~~The~~)) the mayor or ((~~his~~)) the mayor's designated representative is authorized to waive any fee authorized under this chapter for any person which can demonstrate the following criteria have been met:

1. The person requesting the waiver of fees demonstrates that he is requesting the fee waiver on his own behalf or in a representative capacity for an applicant who meets the criteria set forth in subsection (C)(2) of this section; and

2. The person requesting the waiver of fees demonstrates that he has an annual income that meets the United States department of housing and urban development (HUD) guidelines for eighty percent of median family income level, as established annually for the Spokane metropolitan area.

((~~The mayor is authorized to promulgate rules and regulations for the administration of this program.~~))

Section 11. That Section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 ((~~Rules and Regulations~~)) Rulemaking

The City ((~~Chief Financial Officer or designee~~)) may adopt and promulgate rules to implement and enforce this chapter, which rules shall not be in conflict with this chapter; provided, however, that any Public Rule enacted in accordance with this section shall ((~~not become effective until the close of a two-week public comment period. A copy of such proposed and final rules shall be placed on file for public examination in the City Chief Financial Officer's office and on the City's website~~)) be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 12. That Section 08.04.130 of the Spokane Municipal Code is amended to read as follows:

Section 08.04.130 ((~~Rules and Regulations~~)) Rulemaking

The ((~~chief financial officer~~)) City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 13. That Section 08.10.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.160 ((~~Finance, Treasury and Administration Director to Make Rules~~)) - Rulemaking

((~~The division director of finance, treasury and administration has the power from time to time to adopt and publish in the Official Gazette of the City of Spokane rules and regulations not inconsistent with this chapter or applicable law for the purpose of carrying out the provisions hereof. Such rules become effective twenty days after the date of publication in the Official Gazette and it shall be thereafter unlawful to violate or fail to comply with any such rule.~~)) The City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 14. That section 08.15.110 of Chapter 08.15 of the Spokane Municipal Code is amended to read as follows:

Section 08.15.110 Cancellation of Tax Exemption - Appeal

A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.

B. In the case of multi-family housing units rented as affordable housing, qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) must be available to be rented to qualified low and moderate-income tenants at all times during the entire exemption period. While household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.

C. If after the issuance of a final certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the percentage requirements, the exemption period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.

D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the ((~~remain~~)) <u>remaining</u> term is less than eight years, unless the remaining term would exceed eight years.

E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to

exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.

1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.

F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.

1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.

2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.

3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.

4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.

G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.

((~~H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.~~))

((~~I~~)) H. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 15. That there is adopted a new Section 08.15.150 of the Spokane Municipal Code to read as follows:

Section 08.15.150 Authority to Promulgate Rules

The City may adopt administrative policies and procedures to implement the requirements for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW; provided, any Public Rule shall be adopted as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 16. That there is adopted a new Chapter 10.21 of the Spokane Municipal Code to read as follows:

Title 10 Regulation of Activities

Section 10.21.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 17. That section 10.63.010 of the Spokane Municipal Code is amended to read as follows:

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.

D. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 18. That section 10.57.060 of Chapter 10.57 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.060 Consistency with Chapter 59.18 RCW, Authority to Promulgate Public Rules

A. The provisions of this chapter shall be interpreted ((~~an~~)) and enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Any public rule promulgated under this chapter shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 19. That section 10.63.090 of the Spokane Municipal Code is amended to read as follows:

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. Any Public Rule shall be adopted pursuant to the requirements of Chapter 03.14 of the Spokane Municipal Code.

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 20. That section 10.63.100 of the Spokane Municipal Code is amended to read as follows:

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: Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 21. That Article IV, Section 12.02.0735 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0735 Regulations

A. The director promulgates and interprets regulations to implement this article. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~B. Regulations to enforce or implement this chapter are approved by the director and published in the *Official Gazette*. They shall have the force of law thirty days after publication.~~))

Section 22. That section 12.09.150 of the Spokane Municipal Code is amended to read as follows:

Section 12.09.150 Authority of Administering Officer

A. The administering officer interprets and enforces this chapter, resolves conflicts, and determines disputes arising under this chapter or permits or franchises issued in connection therewith. The administering officer has authority to issue general regulatory orders affecting all service providers or other users((~~, as well as~~)) consistent with the Public Rule requirements of Chapter 3.14 of this code. The administering officer has authority to issue specific orders in specific cases or circumstances as deemed necessary and consistent with Chapter 12.09 SMC. ((~~General regulatory orders are published in the *Official Gazette* of the City of Spokane at least twenty days prior to taking effect unless otherwise ordered by the administering officer because of exigent circumstances. In such event, reasonable effort shall be made to notify affected parties. General or specific~~)) Specific orders may be issued on application of an affected service provider or any other user.

B. ((~~Orders~~)) Specific orders and decisions of the administering officer are guided by the purpose of this chapter. Prior to issuance of an order, the administering officer may give such advance notice and opportunity for hearing as deemed proper, or may provide for a hearing upon request to review an order or specific application of a party arising after issuance. The officer may establish a filing fee not to exceed fifty dollars for consideration of any petition for action or determination by a regulated party or other person.

C. ((An)) A specific order may include provision for penalty of not more than five hundred dollars per violation. In case of a continuing violation, each day may be specified to be an additional and separate violation. No penalty for failure to comply with any

administrative order may be assessed except after notice and opportunity for hearing for the affected party. Failure to pay a penalty is a violation of this chapter, and a breach of permit conditions and grounds for permit revocation by the administering officer after notice and opportunity for hearing for the permittee.

Section 23. That there is adopted a new Chapter 12.14 of the Spokane Municipal Code to read as follows:

Title 12 Public Ways and Property

Section 12.14.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 24. That section 13.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.010 General Application

A. This chapter applies to all chapters of this title unless otherwise specifically indicated or required by the context.

B. Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title unless exempted or expressly provided otherwise in this title.

Section 25. That section 13.01.0302 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.0302 Administrative Authority – Specific Utilities - Rates

A. For items affecting a specific utility, the directors of the affected departments have authority to administer such provisions applicable to their respective utilities.

   1. Additionally, the director of public works and utilities administers rates articles as a service provider for the respective water, sewer and solid waste departments.

B. Notwithstanding any other provision, the director may determine questions of applicability or interpretation of rates or regulations, ((~~to adopt or modify the same,~~))

to grant exemptions therefrom, or order specific action, forbearance, correct clerical errors or oversights, adopt temporary rates, assess specific charges, or impose other additional requirements, all where deemed reasonably necessary in the interest of the public health and safety ((~~and for administrative convenience and efficiency.~~)) and performed in a manner consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

1. The director may also impose additional charges or fees on matters not fully addressed herein, including assessments for the value of City equipment or property destroyed or damaged by or through customer or other third party fault consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. The director of public works and utilities also functions as the utility billings or water billings examiner unless otherwise directed by the director of public works and utilities.

1. ((~~His~~)) The director's decision relating to utility charges is subject to review by the director of the affected utility or that director's designee.

2. The reviewer shall be a person who did not participate in the determination being reviewed.

D. A director's action is subject to review by the director of public works and utilities.

Section 26. That section 13.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.080 Regulations

A. The city engineer may promulgate any regulations necessary to implement any portion of the utilities code. He shares this power with other officials where designated.

((~~B. Such regulations, if approved by the city council and published once in the *Official Gazette*, thereafter have the force of law.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~C. Amendments or repeals are accomplished in the same way~~.))

Section 27. That section 15.04.080 of Chapter 15.04 of the Spokane Municipal Code is amended to read as follows:

Chapter 15.04 Smoking in Public Places

Section 15.04.080 Regulations Authorized

The Spokane fire department may adopt regulations as required to implement this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 28. That there is adopted a new Chapter 15.07 of the Spokane Municipal Code to read as follows:

Title 15 Environmental Stewardship

Section 15.07.010 – Rulemaking

Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 29. That section 16A.84.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.84.090 Play Streets and Block Parties

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 30. That there is adopted a new Chapter 18.12.010 of the Spokane Municipal Code to read as follows:

Title 18 Human Rights

Section 18.12.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 31. 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 32. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 11/17/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	11/13/2025
Clerk's File #	ORD C36811
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	4100 - ORDINANCE INCREASING WATER RATES BY ONE-HALF PERCENT

Agenda Wording

The City Council intends to raise the utility tax rate by one-half percent, and this ordinance raises the rates paid for Water by customers by one-half percent to pay for that increase.

Summary (Background)

This ordinance raises the Water utility rates across the board by one-half percent to pay for an increase in the City's utility tax rate for Water by one-half percent to 21.5 percent. The utilities cannot absorb another increase in the utility tax without raising the cost of service by the same amount. Council previously raised the tax rate by 1percent starting in 2024. This ordinance will amend the following sections of SMC Chapter 13.04, including 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mmrroquin@spokanecity.org	

ORDINANCE NO.C36811

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

WHEREAS, the City is updating and amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161 to chapter 13.04 of the Spokane Municipal Code.

The City of Spokane does ordain:

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

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

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

a.

((~~2025~~))	2026
((~~$19.04~~))	((~~$19.97~~)) $20.07

b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.

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

a. kitchen or cooking area room, which must include a sink;

b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.

c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

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

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026
Zero up to 600	((~~$0.3581~~))	((~~$0.3756~~)) $0.3775
Greater than 600 up to 1,200	((~~$0.7577~~))	((~~$0.7948~~)) $0.7988
Greater than 1,200 up to 2,500	((~~$1.0193~~))	((~~$1.0692~~)) $1.0746
Greater than 2,500 up to 4,500	((~~$1.6115~~))	((~~$1.6905~~)) $1.6989
Greater than 4,500	((~~$2.3179~~))	((~~$2.4315~~)) $2.4436

C. No vacancy allowance will be made.

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

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the state department of social and health services; and;

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

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

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

13.04.2004 City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family

residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	((~~2025~~))	2026
1 inch or smaller	((~~$21.28~~))	((~~$22.33~~)) $22.44
1 ½ inch	((~~$34.71~~))	((~~$36.41~~)) $36.59
2 inch	((~~$49.19~~))	((~~$51.60~~)) $51.86
3 inch	((~~$78.78~~))	((~~$82.64~~)) $83.06
4 inch	((~~$108.51~~))	((~~$113.83~~)) $114.39
6 inch	((~~$153.49~~))	((~~$161.01~~)) $161.62
8 inch	((~~$314.48~~))	((~~$329.89~~)) $331.54
10 inch	((~~$459.25~~))	((~~$481.76~~)) $484.17

B. Consumption.

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

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

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026
Zero up to 600 (Charge for all use: zero up to 600.)	((~~$0.3975~~))	((~~$0.4170~~)) $0.4191
Greater than 600 up to 1,000	((~~$0.8249~~))	((~~$0.8653~~)) $0.8696

(Charge for all use: zero up to 1,000.)		
Greater than 1,000 (Charge for all use: zero to amount used.)	((~~$1.1933~~))	((~~$1.2517~~)) $1.2580

C. Capital Charge.

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

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

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

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

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	((~~2025~~))	2026
1 inch or smaller	((~~$21.28~~))	((~~$22.33~~)) $22.44
1 ½ inch	((~~$34.71~~))	((~~$36.41~~)) $36.59
2 inch	((~~$49.19~~))	((~~$51.60~~)) $51.86
3 inch	((~~$78.78~~))	((~~$82.64~~)) $83.06

4 inch	(($~~108.51~~))	(($~~113.83~~)) $114.39
6 inch	(($~~153.49~~))	(($~~161.01~~)) $161.82
8 inch	(($~~314.48~~))	(($~~329.89~~)) $331.55
10 inch	(($~~459.25~~))	(($~~481.76~~)) $484.17

D. Capital Charge.

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

Section 4: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates.

1. Worksite will be inspected at least every ninety days to determine meter status.

2. The meter installation will be made at the earliest possible date.

3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	(($~~2025~~))	2026
1 inch or smaller	(($~~$21.28~~))	(($~~$22.33~~)) $22.44
1 ½ inch	(($~~$34.71~~))	(($~~$36.41~~)) $36.59
2 inch	(($~~$49.19~~))	(($~~$51.60~~)) $51.86
3 inch	(($~~$78.78~~))	(($~~$82.64~~)) $83.06
4 inch	(($~~$108.51~~))	(($~~$113.83~~)) $114.39
6 inch	(($~~$153.49~~))	(($~~$161.01~~)) $161.82
8 inch	(($~~$314.48~~))	(($~~$329.89~~)) $331.54
10 inch	(($~~$459.25~~))	(($~~$481.76~~)) $484.17

Section 5: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

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

Size of Service	Meter Charge Per Month	
	((~~2025~~))	2026
3 inch or smaller	((~~$22.52~~))	((~~$23.63~~)) $23.75
4 inch	((~~$31.80~~))	((~~$33.36~~)) $33.53
6 inch	((~~$44.19~~))	((~~$46.36~~)) $46.59
8 inch	((~~$53.47~~))	((~~$56.09~~)) $56.37
10 inch	((~~$63.94~~))	((~~$67.08~~)) $67.41

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

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026
Zero up to 600 (Charge for all use: zero up to 600.)	((~~$0.3975~~))	((~~$0.4170~~)) $0.4191
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	($0.8249))	((~~$0.8653~~)) $0.8696
Greater than 1,000 (Charge for all use: zero to amount used.)	((~~$1.1933~~))	((~~$1.2517~~)) $1.2580

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

1. Size of Connection / Service Charge per Month.

Size of Service	Meter Charge Per Month	
	((~~2025~~))	2026
3 inch or smaller	((~~$33.79~~))	((~~$35.45~~)) $35.62
4 inch	((~~$47.69~~))	((~~$50.03~~)) $50.28
6 inch	((~~$66.29~~))	((~~$69.53~~)) $69.88
8 inch	((~~$80.19~~))	((~~$84.11~~)) $84.54
10 inch	((~~$95.91~~))	((~~$100.61~~)) $101.12

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026
Zero up to 600 (Charge for all use: zero up to 600.)	((~~$0.5962~~))	((~~$0.6254~~)) $0.6285
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	((~~$1.2377~~))	((~~$1.2983~~)) $1.3048
Greater than 1,000 (Charge for all use: zero to amount used.)	((~~$1.7899~~))	((~~$1.8776~~)) $1.8870

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

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

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

((~~2025~~))	2026
((~~$28.56~~))	((~~$29.96~~)) $30.11

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. “Single-family residence” has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026
Zero up to 600	((~~$0.5371~~))	((~~$0.5635~~)) $0.5663
Greater than 600 up to 1,200	((~~$1.1366~~))	((~~$1.1923~~)) $1.1983
Greater than 1,200 up to 2,500	((~~$1.5291~~))	((~~$1.6039~~)) $1.6119
Greater than 2,500 up to 4,500	((~~$2.4173~~))	((~~$2.5357~~)) $2.5483
Greater than 4,500	((~~$3.4769~~))	((~~$3.6473~~)) $3.6656

C. No vacancy allowance.

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

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the state department of social and health services; and

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

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

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

13.04.2014 Outside City Rate to Other Purveyors

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

((~~2025~~))	2026
((~~$1.4887~~))	((~~$1.5616~~)) $1.5694

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

   In addition to the standby/emergency water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty-eight units) and Water Service Only Commercial User – Outside City – capital consumption charges.

B. Continuous Supplemental Water: Continuous Supplemental Water is defined as those Purveyors who draw water for at least nine (9) consecutive months at a time.

   The charge to other purveyors for continuous supplemental water service to be used outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((~~2025~~))	2026
((~~$1.4887~~))	((~~$1.5616~~)) $1.5694

1. Operations and Maintenance Capital Charge for Continuous Supplemental Water Service.

   In addition to the continuous supplemental water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge.

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

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

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

B. Consumption.

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

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	((~~2025~~))	2026
1 inch or smaller	((~~$41.22~~))	((~~$43.24~~)) $43.45
1 ½ inch	((~~$61.35~~))	((~~$64.36~~)) $64.68
2 inch	((~~$83.09~~))	((~~$87.16~~)) $87.59

3 inch	(($~~$127.47~~$))	(($~~$133.72~~$)) $134.38
4 inch	(($~~$172.06~~$))	(($~~$180.49~~$)) $181.39
6 inch	(($~~$239.53~~$))	(($~~$251.27~~$)) $252.52
8 inch	(($~~$481.16~~$))	(($~~$504.73~~$)) $507.26
10 inch	(($~~$698.20~~$))	(($~~$732.41~~$)) $736.07

D. Capital Charge.

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

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

13.04.2016 Outside City Commercial and Industrial Rates

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

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month	
	(($~~2025~~$))	2026
1 inch or smaller	(($~~$41.22~~$))	(($~~$43.24~~$)) $43.45
1 ½ inch	(($~~$61.35~~$))	(($~~$64.36~~$)) $64.68
2 inch	(($~~$83.09~~$))	(($~~$87.16~~$)) $87.59
3 inch	(($~~$127.47~~$))	(($~~$133.72~~$)) $134.38
4 inch	(($~~$172.06~~$))	(($~~$180.49~~$)) $181.39
6 inch	(($~~$239.53~~$))	(($~~$251.27~~$)) $252.52
8 inch	(($~~$481.16~~$))	(($~~$504.73~~$)) $507.26
10 inch	(($~~$698.20~~$))	(($~~$732.41~~$)) $736.07

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026
Zero up to 600 (Charge for all use: zero up to 600.)	(($~~0.5962~~))	(($~~0.6254~~)) $0.6285
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(($~~1.2377~~))	(($~~1.2983~~)) $1.3048
Greater than 1,000 (Charge for all use: zero to amount used.)	(($~~1.7899~~))	(($~~1.8776~~)) $1.8870

D. Capital Charge.

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

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

13.04.20161 PDA Water Rates

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

1. Basic Charge – Residential Customer:

((~~2025~~))	2026
(($~~19.04~~))	(($~~19.97~~)) $20.07

2. Consumption Charge – Residential Customer.

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

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026
Zero up to 600	(($~~0.3581~~))	(($~~0.3756~~)) $0.3775
Greater than 600 up to 1,200	(($~~0.7577~~))	(($~~0.7948~~)) $0.7988
Greater than 1,200 up to 2,500	(($~~1.0193~~))	(($~~1.0692~~)) $1.0746
Greater than 2,500 up to 4,500	(($~~1.6115~~))	(($~~1.6905~~)) $1.6989
Greater than 4,500	(($~~2.3179~~))	(($~~2.4315~~)) $2.4436

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

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	((~~2025~~))	2026
1 inch or smaller	(($~~21.28~~))	(($~~22.33~~)) $22.44
1 ½ inch	(($~~34.71~~))	(($~~36.41~~)) $36.59
2 inch	(($~~49.19~~))	(($~~51.60~~)) $51.86
3 inch	(($~~78.78~~))	(($~~82.64~~)) $83.06
4 inch	(($~~108.51~~))	(($~~113.83~~)) $114.39
6 inch	(($~~153.49~~))	(($~~161.01~~)) $161.82
8 inch	(($~~314.48~~))	(($~~329.89~~)) $331.54
10 inch	(($~~459.25~~))	(($~~481.76~~)) $484.17

2. Commercial Consumption.

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

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	((~~2025~~))	2026

Zero up to 600 (Charge for all use: zero up to 600.)	(($~~$0.3975~~$))	(($~~$0.4170~~$)) $0.4191
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(($~~$0.8249~~$))	(($~~$0.8653~~$)) $0.8696
Greater than 1,000 (Charge for all use: zero to amount used.)	(($~~$1.1933~~$))	(($~~$1.2518~~$)) 1.2581

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

Section 11: Effective Date. The effective date of this ordinance shall be the later of January 1, 2026 or the time set forth in Section 19 of the City Charter.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistance City Attorney

_____
Mayor

_____
Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 11/17/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/17/2025		**Date Rec'd**	11/13/2025
		Clerk's File #	ORD C36812
		Cross Ref #	
		Project #	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4310 - ORDINANCE INCREASING SEWER RATES BY ONE-HALF PERCENT		

Agenda Wording

The City Council intends to raise the utility tax by one-half percent, and this ordinance raises the rates paid for Sewer by customers by on-half percent to pay for that increase.

Summary (Background)

This ordinance raises the Sewer utility rates across the board by one-half percent to pay for an increase in the City's utility rate for Sewer by one-half percent to 21.5 percent. The utilities cannot absorb another increase in the utility tax without raising the cost of service by the same amount. Council previously raised the tax rate by 1 percent starting in 2024. This ordinance will amend the following sections of SMC Chapter 13.03, including 13.03.1004, 13.03.1008, 13.03.1010, 13.03.1011, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO. C36812

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

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

The City of Spokane does ordain:

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

Section 13.03.1004 Basic Domestic Service Charge – Monthly Amount

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

Basic Domestic Service Charge		Monthly Amount
	((~~2025~~))	2026
Basic domestic service charge	((~~$28.92~~))	((~~$30.34~~)) $30.49
Cost per RV dump connection	((~~$7.05~~))	((~~$7.40~~)) $7.44

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

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

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

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

Domestic User Charge - Inside City	Monthly Amount	
	((~~2025~~))	2026
Domestic charge	((~~$37.74~~))	((~~$39.59~~)) $39.79
General stormwater charge	((~~$5.31~~))	((~~$5.57~~)) $5.60
Cost for additional apartment	((~~$33.93~~))	((~~$35.59~~)) $35.77
General stormwater charge per unit for four units or Less	((~~$4.55~~))	((~~$4.77~~)) $4.79

General stormwater charge per unit for over four units	((~~$3.65~~))	((~~$3.83~~)) $3.85

1. Capital Rates.

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

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount	
	((~~2025~~))	2026
Commercial user charge		
Per hundred cubic feet	((~~$1.99~~))	((~~$2.09~~)) $2.10
General stormwater charge		
Per impervious acre per year	((~~$1,273.91~~))	((~~$1,336.66~~)) $1,343.01
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	((~~$1.06~~))	((~~$1.11~~)) $1.12
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	((~~$92.84~~))	((~~$97.39~~)) $97.88
Process/Seepage user charge		
Per hundred cubic feet	((~~$0.5914~~))	((~~$0.62.04~~)) $0.6235

1. Capital Rates.

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

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

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

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User

Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

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

Domestic User Charge - Outside City Customers	Monthly Amount	
	((~~2025~~))	2026
Domestic charge	((~~$66.05~~))	((~~$69.28~~)) $69.63
Cost for additional apartment	((~~$59.38~~))	((~~$62.28~~)) $62.59

1. Capital Rates.

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

B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount	
	((~~2025~~))	2026
Per hundred cubic feet	((~~$3.48~~))	((~~$3.66~~)) $3.68

1. Capital Rates.

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

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

Outside City Utility Service Area (except by interlocal agreement)	((~~2025~~))	2026
Per hundred cubic feet	((~~$3.48~~))	((~~$3.66~~)) $3.68

1. Capital Rates.

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

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

13.03.1011 PDA Sewer and Stormwater Rates

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

A. PDA User Charge.

PDA User Charge	Monthly Amount	
	((~~2025~~))	2026
PDA Residential User Charge:		
Domestic User Charge	((~~$37.74~~))	((~~$39.59~~)) $39.79
Additional Apartment	((~~$33.93~~))	((~~$35.59~~)) $35.77
PDA Commercial User charge:		
Per hundred cubic feet	((~~$1.99~~))	((~~$2.09~~)) $2.10
General stormwater charge:		
Domestic Stormwater charge	((~~$37.74~~))	((~~$39.59~~)) $39.79
General domestic stormwater charge per unit for four units or Less	((~~$4.55~~))	((~~$4.77~~)) $4.79
General domestic stormwater charge per unit for over four units	((~~$3.65~~))	((~~$3.83~~)) $3.85
Per impervious acre per year – commercial charge	((~~$1,273.91~~))	((~~$1,336.33~~)) $1,343.01
Per one-one hundredth impervious acre – Commercial (See RCW 35.67.020; RCW 35.92.020)	((~~$1.06~~))	((~~$1.11~~)) $1.12
Combined Sewer Overflow (CSO) Stormwater user	((~~$92.84~~))	((~~$97.39~~)) $97.88

surcharge (per acre or equivalent thereof) - Commercial		
Process/Seepage user charge:		
Per hundred cubic feet	(($~~0.5914~~))	(($~~0.6204~~)) $0.6235

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

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

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	(($~~2025~~))	2026
User charge (per gallon)	(($~~0.2577~~))	(($~~0.2703~~)) $0.2717

1. Capital Rates.

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

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

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

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

Landfill Pump and Treat Total	Monthly Amount	
	(($~~2025~~))	2026
Per hundred cubic feet	(($~~1.12~~))	(($~~1.18~~)) $1.19

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

13.03.1020 Cesspool and Miscellaneous Charges – Amount

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

A. Cesspool Pump and Miscellaneous Charges.

Gallons	((~~Basic Charge 2025~~))	Basic Charge 2026
500	((~~$300.36~~))	((~~$315.08~~)) $316.66
600	((~~$340.82~~))	((~~$357.52~~)) $359.31
700	((~~$379.91~~))	((~~$398.53~~)) $400.52
800	((~~$420.17~~))	((~~$440.76~~)) $442.96
900	((~~$460.34~~))	((~~$482.89~~)) $485.30
1000	((~~$500.28~~))	((~~$524.79~~)) $527.41
1100	((~~$520.33~~))	((~~$545.83~~)) $548.56
1200	((~~$540.32~~))	((~~$566.79~~)) $569.62
1300	((~~$560.36~~))	((~~$587.82~~)) $590.76
1400	((~~$580.25~~))	((~~$608.68~~)) $611.72
1500	((~~$600.40~~))	((~~$629.82~~)) $632.97

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

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((~~2025~~))	2026
Monthly charge	((~~$8.29~~))	((~~$8.70~~)) $8.74
Inspection fee (start-up, one-time fee)	((~~$117.91~~))	((~~$123.69~~)) $124.31

Section 9. Effective Date. The effective date of this ordinance shall be the later of January 1, 2026 or the time set forth in Section 19 of the City Charter.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistance City Attorney

Mayor

Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 11/17/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/17/2025		**Date Rec'd**	11/13/2025
		Clerk's File #	ORD C36813
		Cross Ref #	
		Project #	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4500 AND 4490 - ORDINANCE INCREASE SOLID WASTE RATES BY ONE-HALF		

Agenda Wording

The City Council intends to raise the utility tax rate by one-half percent, and this ordinance raises the rates paid for sewer by customers by one-half percent to pay for that increase.

Summary (Background)

This ordinance raises the Solid Waste utility rates across the board by one-half percent to pay for an increase in the City's utility tax rate for Solid Waste by one-half percent to 21.5 percent. The utilities cannot absorb another increase in the utility tax without raising the cost of service by the same amount. Council previously raised the tax rate by 1percent starting in 2024. This ordinance will amend the following sections of SMC Chapter 13.02, including 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, 13.02.0554, 13.02.0560. 13.02.0561, 13.02.0562, 13.02.0563, 13.02.0568, 13.02.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO. C36813

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

WHEREAS, City is updating and amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.05.18, 13.02.0520, 13.02.0528, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0561, 13.02.0362, 13.02.0563, and 13.02.0568 to chapter 13.02 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.

   1. Single-family residential premises or equivalent are presumed to require service of at least one thirty-gallon automated cart.

B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

C. Adjacent Service.

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

Residential Automated Cart Service	Monthly Amount	
	((~~2025~~))	2026
20 gallon (Discontinued)	((~~$19.54~~))	((~~$20.91~~)) $21.01
30 gallon	((~~$23.22~~))	((~~$24.84~~)) $24.96
60 gallon	((~~$42.04~~))	((~~$44.98~~)) $45.20

90 gallon	(($~~$61.39~~))	(($~~$65.68~~)) $66.01

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

((2025))	2026
(($~~$5.44~~))	(($~~$5.82~~)) $5.85

E. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount	
	((~~2025~~))	2026
Container pickup location from collection vehicle access (in feet).		
2 feet (Automated) / 6 feet (Semi-automated) to 50 feet	(($~~$18.58~~))	(($~~$19.88~~)) $19.98
More than 50 feet to 100 feet	(($~~$37.10~~))	(($~~$39.69~~)) $39.89
More than 100 feet to 150 feet	(($~~$55.62~~))	(($~~$59.51~~)) $59.81
More than 150 feet to 200 feet	(($~~$74.15~~))	(($~~$79.34~~)) $79.74

F. Extra/additional items and extra automated cart dumping charges.

1. Occasional, infrequent extra waste material (boxes, bags, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons and up to 85 pounds; items in excess of 30-35 gallons and more than 85 pounds will be charged a higher fee.

2. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

	((~~2025~~))	2026
Additional items (per item)		
Adjacent service	(($~~$5.44~~))	(($~~$5.82~~)) $5.85
Rollout service	(($~~$6.87~~))	(($~~$7.35~~)) $7.39
Extra automated cart dumping charges		
30 gallon	(($~~$5.81~~))	(($~~$6.22~~)) $6.25

60 gallon	(($~~$10.50~~))	(($~~$11.23~~)) $11.29
90 gallon	(($~~$15.34~~))	(($~~$16.42~~)) $16.50
Contaminated recycling cart	((~~15.34~~))	((~~16.42~~)) $16.50
Contaminated yard cart	(($~~15.34~~))	(($~~16.42~~)) $16.50

G. Overloaded/Overweight/Oversize Containers.

1. Overloaded

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

((~~2025~~))	2026
(($~~5.43~~))	(($~~5.82~~)) $5.85

2. Overweight.

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

((~~2025~~))	2026
(($~~5.43~~))	(($~~5.82~~)) $5.85

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

b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

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

Section 2: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

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

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

Commercial Service Rates	Monthly Amount	
	((~~2025~~))	2026
Dumpster service		
1 cubic yard	(($~~124.63~~))	(($~~133.36~~)) $134.03
2 cubic yard	(($~~249.25~~))	(($~~266.69~~)) $268.02
3 cubic yard	(($~~373.90~~))	(($~~400.07~~)) $402.07
4 cubic yard	(($~~498.53~~))	(($~~533.43~~)) $536.10
6 cubic yard	(($~~747.78~~))	(($~~800.12~~)) $804.12
Dumpster lockbar for front-load dumpsters installation fee	(($~~125.32~~))	(($~~134.09~~)) $134.76

Section 3: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.

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

Pickup Hauling Fee	((~~2025~~))	2026
Loose solid waste	(($~~177.59~~))	(($~~190.02~~)) $190.97
Compacted solid waste	(($~~210.13~~))	(($~~244.84~~)) $246.06

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

Section 4: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.

2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((~~2025~~))	2026
((~~$37.61~~))	((~~$40.24~~)) $40.44

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((~~2025~~))	2026
((~~$37.61~~))	((~~$40.24~~)) $40.44

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((~~2025~~))	2026
((~~$19.58~~))	((~~$20.95~~)) $21.05

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

Section 5: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

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

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

Commercial Compactors	Monthly Amount	
	((~~2025~~))	2026
Compactor service		
1 cubic yard	((~~$240.85~~))	((~~$257.71~~)) $259.00
2 cubic yard	((~~$481.71~~))	((~~$515.43~~)) $518.01
3 cubic yard	((~~$722.55~~))	((~~$773.13~~)) $777.00
4 cubic yard	((~~$963.41~~))	((~~$1,030.85~~)) $1,036.00
5 cubic yard	((~~$1,204.25~~))	((~~$1,288.55~~)) $1,294.99
6 cubic yard	((~~$1,445.09~~))	((~~$1,546.24~~)) $1,553.97

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

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

((~~2025~~))	2026
((~~$37.61~~))	((~~$40.24~~)) $40.44

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

Special Compactor Services Requiring Extra Loading Time	((~~2025~~))	2026
Minimum charge	((~~$12.55~~))	((~~$13.43~~)) $13.50
Per estimated 10 minute interval	((~~$12.55~~))	((~~$13.43~~)) $13.50

Section 6: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

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

1. have container properly prepared for pickup,

2. have container at the required container pickup location,

3. have container at the required location at the required time, or

4. remove obstacles to department vehicle access

5. Return trips for late put out/missed driver are allowed for biweekly recycling if the customer has made the request by the close of business the day following collection; Requests after that day will wait for the next biweekly collection.

Return Trip Charges (Per Stop)	((~~2025~~))	2026
Automated Cart	((~~$18.26~~))	((~~$19.54~~)) $19.64
Commercial container dumpster/recycling dumpster	((~~$37.61~~))	((~~$40.24~~)) $40.44
Commercial container rolloff	((~~$37.61~~))	((~~$40.24~~)) $40.44

Move cart for access	((~~$9.31~~))	((~~$9.96~~)) $10.01

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

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

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

Section 7: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

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

((~~2025~~))	2026
((~~$41.11~~))	((~~$43.99~~)) $44.21

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

On-site Labor Charge	((~~2025~~))	2026
Minimum charge	((~~$37.61~~))	((~~$40.24~~)) $40.44
Per estimated 15-minute interval	((~~$37.61~~))	((~~$40.24~~)) $40.44

C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

D. Special dumpster requests resulting in overtime to the department (i.e. weekends, after hours, etc) are not guaranteed and based on staff availability. Overtime,

including minimum pay requirements, are based on bargaining unit agreements. Overtime is in addition to regular service charges.

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

Section 8: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

A. Pressure Washing.

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

Container Cleaning and Pressure Washing Charge	((~~2025~~))	2026
Front-Load & Rear-Load Dumpsters – per hour -(one hour minimum)	(($~~80.24~~))	(($~~85.86~~)) $86.29
Rolloff – per hour - (one hour minimum)	(($~~111.50~~))	(($~~119.31~~)) $119.91
30 gallon automated cart	(($~~15.64~~))	(($~~16.74~~)) $16.82
60 gallon automated cart	(($~~23.51~~))	(($~~25.15~~)) $25.28
90 gallon automated cart	(($~~31.33~~))	(($~~33.52~~)) $33.69

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

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

B. Refurbishment.

When a customer discontinues service or a container otherwise needs repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or

decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

Refurbishment Charges	((2025))	2026
Cleaning & Prep – per hour	(($~~47.08~~))	(($~~50.38~~)) $50.63
Sandblasting – per hour	(($~~104.75~~))	(($~~112.09~~)) $112.65
Repair and Welding – per hour	(($~~100.04~~))	(($~~107.05~~)) $107.59
Paint – per hour	(($~~104.75~~))	(($~~112.09~~)) $112.65
Decaling and Striping – per hour	(($~~58.85~~))	(($~~62.97~~)) $63.28
Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour	(($~~58.85~~))	(($~~62.97~~)) $63.28
Rolloff hauling for refurbishment facility (round trip)	(($~~177.59~~))	(($~~190.02~~)) $190.97

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

Section 9: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.

    1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	((~~2025~~))	2026
Delivery charge	~~((~~~~$37.61~~~~))~~	((~~$40.24~~)) $40.44
Dumpster service for (3-6 cubic yard containers) Flat Daily Charge (Rental Fee)	~~((~~~~$3.01~~~~))~~	((~~$3.22~~)) $3.24
Dump Fee 3 Cubic Yard Containers	(($~~128.81~~))	(($~~137.82~~)) $138.51
Dump Fee 6 Cubic Yard Containers	(($~~257.63~~))	(($~~275.67~~)) $277.05
Rolloff Service – Flat daily charge (Rental Fee)	(($~~5.98~~))	(($~~6.40~~)) $6.43
Rolloff Service – Load haul fee (Per load)	(($~~177.59~~))	(($~~190.02~~)) $190.97

Weight fee for Rolloff Service: As provided in SMC 13.02.0560.

C. Rental fee does not include Washington State sales tax.

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

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

Section 10: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.

2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction mechanism that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.

3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.

4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

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

Packer and Nonpacker Trucks	((~~2025~~))	2026
Nonpacker, single-axle, truck, and driver	((~~$33.66~~))	((~~$36.02~~)) $36.20
Each extra person	((~~$28.03~~))	((~~$30.00~~)) $30.15
Tandem-axle truck, driver, and loader	((~~$46.77~~))	((~~$50.04~~)) $50.29

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

D. Overtime Periods.

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

Section 11: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates – Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))

B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

Nonresidential & Multi -unit Dwellings	Monthly Amount	
	((~~2025~~))	2026

Collection of single-stream recyclables		
((32)) 30, ((64)) 60, & ((95)) 90 gallon cart (bi-weekly service)	((~~$21.04~~))	((~~$22.51~~)) $22.62
One cubic yard dumpster	((~~$43.86~~))	((~~$46.93~~)) $47.16
Two cubic yard dumpster	((~~$67.31~~))	((~~$72.03~~)) $72.39
Three cubic yard dumpster	((~~$100.97~~))	((~~$108.03~~)) $108.57
Four cubic yard dumpster	((~~$134.60~~))	((~~$144.02~~)) $144.74
Six cubic yard dumpster	((~~$201.92~~))	((~~$216.05~~)) $217.13
Loose Yardage		
One yard	((~~$59.53~~))	((~~$63.70~~)) $64.02
Two yards	((~~$82.96~~))	((~~$88.76~~)) $89.20
Three yards	((~~$116.61~~))	((~~$124.77~~)) $125.39
Four yards	((~~$150.26~~))	((~~$160.78~~)) $161.58
Six yards	((~~$217.58~~))	((~~$232.82~~)) $233.98

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

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

Load Truck Loose Yardage Recyclables	((~~2025~~))	2026
Single-axle truck and driver	((~~$32.52~~))	((~~$34.79~~)) $34.96
Tandem-axle truck driver	((~~$45.22~~))	((~~$48.38~~)) $48.62

E. The department retains any proceeds from sale of recyclables.

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

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

Section 12: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

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

1. To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products, such as uncoated paper plates and pizza delivery boxes, are acceptable.

2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.

3. Material may be bundled with rope or string next to the container not to exceed four feet in length.

4. Total gross cart weight may not exceed two hundred fifty pounds.

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

1. Sod (beyond small amounts).

2. Rocks.

3. Dirt.

4. Gravel.

5. Concrete.

6. Glass.

7. Metal.

8. Plastic.

9. Treated wood/bark.

10. Animal feces.

11. Paint residue.

12. Christmas or holiday decorations.

13. Non-compostable paper products.

14. Flocking.

15. Dimensional lumber.

16. Stumps/roots.

17. Charcoal/Ash

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

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

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

Clean Green Yard Waste Collection	((~~2025~~))	2026
Monthly	((~~$18.01~~))	((~~$19.27~~)) $19.37
Extra Dump	((~~$5.55~~))	((~~$5.94~~)) $5.97

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

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

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

1. The container pickup fee is:

((~~2025~~))	2026
((~~$37.61~~))	((~~$40.24~~)) $40.44

if requested within twelve months of the initial delivery.

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

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

Section 13: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

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

	((~~2025~~))	2026
Per ton charge	((~~$141.90~~))	((~~$151.84~~)) $152.60
Minimum charge per vehicle	((~~$23.19~~))	((~~$24.81~~)) $24.93

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

	((~~2025~~))	2026
Per ton charge	((~~$141.90~~))	((~~$151.84~~)) $152.60
Minimum charge per vehicle	((~~$23.19~~))	((~~$24.81~~)) $24.93

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

	((~~2025~~))	2026
Per ton charge	((~~$255.06~~))	((~~$272.91~~)) $274.27
Minimum charge per vehicle	((~~$127.51~~))	((~~$136.44~~)) $137.12

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

((~~2025~~))	2026
((~~$23.19~~))	((~~$24.81~~)) $24.93

1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.

2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 14: That SMC section 13.02.0561 is amended to read as follows:

13.02.0561 Self Haul Transaction Fee

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

((~~2025~~))	2026
((~~$2.49~~))	((~~$2.67~~)) $2.68

Section 15: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

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

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

	((~~2025~~))	2026
Per ton charge (then prorated by weight thereafter)	((~~$71.56~~))	((~~$76.57~~)) $76.95
Minimum charge per vehicle	((~~$7.62~~))	((~~$8.15~~)) $8.19

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

Section 16: That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

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

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

	((~~2025~~))	2026
Per ton charge (then prorated by weight thereafter)	((~~$184.93~~))	((~~$197.87~~)) $198.86
Minimum charge per vehicle	((~~$27.69~~))	((~~$29.63~~)) $29.78

B. Dedicated loads of waste tires will be accepted by appointment only.

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

Section 17: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((~~2025~~))	2026
((~~$37.76~~))	((~~$40.40~~)) $40.60

Per cubic yard plus applicable state taxes.

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

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

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

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

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.

2. In addition, the customer may be required to pay a five dollar ($5.00) lost card fee.

D. Use of scales for weighing only:

((~~2025~~))	2026
((~~$23.19~~))	((~~$24.81~~)) $24.93

Section 18. Effective Date. The effective date of this ordinance shall be the later of January 1, 2026 or the time set forth in Section 19 of the City Charter.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 11/17/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	11/13/2025
Clerk's File #	ORD C36814
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	5200 - ORDINANCE APPROVING A TEMPORARY INCREASE IN THE UTILITY TAX

Agenda Wording

This ordinance authorizes a temporary increase in the City's utility tax rate for Water, Sewer and Solid Waste in SMC 08.10.030 by one-half percent for one year.

Summary (Background)

The City Council is working to balance the City's budget for 2026 and is proposing a temporary increase of one-half percent for water, sewer, and solid waste rates to balance the budget. The temporary tax increase will be in effect, beginning January 1, 2026, through December 31, 2026. The increase will automatically terminate without further action by the City Council. With the temporary increase, the total utility tax rate for these lines of utility business will be 21.5 percent.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO. C36814

AN ORDINANCE relating to Utilities, Franchise Taxes; amending section 08.10.030(A)(3), (4) and (7) to chapter 08.10 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City of Spokane Utility Tax rate for water, wastewater and solid waste services shall be temporarily increased in the amount of One-Half of one percent (1/2%), beginning January 1, 2026 through December 31, 2026, after which time said rates will revert back One-Half of one percent (1/2 %), beginning January 1, 2027; and

WHEREAS, effective January 1, 2027, the temporary increase of One-Half (1/2) percent shall terminate without further action by the City Council; and

WHEREAS, effective January 1, 2027, the City's Utility Tax for water, sewer and solid waste services shall revert to a total utility tax rate of twenty-one (21%) percent;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 08.10.030 is amended to read as follows:

08.10.030 Business Activities Subject to Tax – Amounts – Effective 1/1/2026 to 12/31/2026

A. There is levied upon and shall be collected from all persons engaging in the following utility business activities a utility gross receipts tax or license fee measured by multiplying the rate specified times the gross income as follows:

1. Selling, wheeling, or furnishing electric light or power: Six percent of gross income.

2. Selling, brokering, or furnishing natural or manufactured gas for hire: Six percent of gross income.

3. Providing solid waste collection service: ((~~Twenty-One~~)) Twenty-One and one-half percent of gross income.

4. Operating a public wastewater collection and treatment system: ((~~Twenty One~~)) Twenty-One and one-half percent of gross income.

5. Providing telegraph service: Three and one-half percent of gross income.

6. Engaging in the telephone business: Six percent.

a. This percentage is taken of gross revenues derived from engaging in the telephone business in the City of Spokane, including one hundred percent of the total gross revenues derived from intrastate toll telephone services so long as the tax is not imposed on that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges or carrier access charges relating to intrastate toll telephone service, or for access to, or charges for interstate services, or charges for network telephone service that is purchased for the purpose of resale.

b. With respect to any rate affecting cellular taxation, subject also to RCW 35.21.870, no change in the tax rate affects business activities occurring before the effective date of the change, and no change will take effect sooner than sixty days following enactment of any amendatory ordinance.

c. In the case of cellular telephone service, when the service is provided to a customer roaming outside his normal use cellular network area, gross income for taxation purposes is determined consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.

d. In the case of cellular telephone service, payments by a customer for the telephone service for telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address for the period during which the tax applies. There is a presumption that the service address a customer supplies to the taxpayer is accurate and current, unless the taxpayer has knowledge or reason to know the contrary.

e. If there is a dispute between the City of Spokane and another Washington city imposing a municipal telephone utility tax on cellular service of the same nature as imposed by this chapter, which dispute is limited only to the question of the correct allocation of municipal telephone taxes as between the City of Spokane and some other Washington city, the taxpayer may obtain exoneration from further tax liability, interest, and penalties due and owing to the City of Spokane with respect to the transactions under dispute by tendering the total amount of tax claimed due by the City of Spokane into an escrow account with the City treasurer or as established hereafter by appropriate interlocal agreements under the administrative sponsorship of the Association of Washington Cities. Under these arrangements, the taxpayer remains responsible to adjust its billing records promptly upon notification under procedures sanctioned through the Association of

Washington Cities of the resolution of any dispute encompassed within the terms of this paragraph.

7. Selling or furnishing water for hire: ((~~Twenty One~~)) Twenty-One and one-half percent of gross income.

8. Providing cable, telecommunications, or similar type service to the public, which involves the use of the right-of-way for the installation of wires, cables, fixtures, or other equipment, where not otherwise addressed in this section or prohibited by law: Six percent of gross income.

B. Subsections (A)(3), (A)(4), and (A)(7) of this section include, so far as permitted by law, the City of Spokane, and the fee or tax imposed applies to the specified business of the entire City service area, except that subsection (A)(3) of this section does not apply to operations or functions undertaken by the City occurring outside the City of Spokane and undertaken by the City as manager of a joint project pursuant to interlocal cooperation agreement.

C. The taxes imposed in subsections A (1), (2), (3), (5), (6), and (8) do not apply to amounts derived from utility business activities otherwise taxable arising from providing service to customers at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the City, said annexation taking effect on or after January 1, 2012; provided further, this exclusion does not apply to revenues derived from customers operating municipal solid waste disposal facilities or revenues otherwise taxable from municipal solid waste disposal facility operations.

D. The increased taxes imposed in sections (A)(3), (A)(4), and (A)(7) of this section are temporary increases from January 1, 2026 through December 31, 2026, after which said increases in section (A)(3), (A)(4), and (A)(7) of this section shall revert to a total tax of twenty-one (21%) percent, effective January 1 ,2027.

Section 2: That effective January 1 ,2027, SMC section 8.10.030 is amended to read as follows:

08.10.030 Business Activities Subject to Tax – Amounts – Effective 1/1/2027

A. There is levied upon and shall be collected from all persons engaging in the following utility business activities a utility gross receipts tax or license fee measured by multiplying the rate specified times the gross income as follows:

1. Selling, wheeling, or furnishing electric light or power: Six percent of gross income.

2. Selling, brokering, or furnishing natural or manufactured gas for hire: Six percent of gross income.

3. Providing solid waste collection service: ((~~Twenty-One and one-half~~)) Twenty-One percent of gross income.

4. Operating a public wastewater collection and treatment system: ((~~Twenty One and one-half~~)) Twenty-One percent of gross income.

5. Providing telegraph service: Three and one-half percent of gross income.

6. Engaging in the telephone business: Six percent.

    a. This percentage is taken of gross revenues derived from engaging in the telephone business in the City of Spokane, including one hundred percent of the total gross revenues derived from intrastate toll telephone services so long as the tax is not imposed on that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges or carrier access charges relating to intrastate toll telephone service, or for access to, or charges for interstate services, or charges for network telephone service that is purchased for the purpose of resale.

    c. With respect to any rate affecting cellular taxation, subject also to RCW 35.21.870, no change in the tax rate affects business activities occurring before the effective date of the change, and no change will take effect sooner than sixty days following enactment of any amendatory ordinance.

    d. In the case of cellular telephone service, when the service is provided to a customer roaming outside his normal use cellular network area, gross income for taxation purposes is determined consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.

    e. In the case of cellular telephone service, payments by a customer for the telephone service for telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address for the period during which the tax applies. There is a presumption that the service address a customer supplies to the taxpayer is accurate and current, unless the taxpayer has knowledge or reason to know the contrary.

    f. If there is a dispute between the City of Spokane and another Washington city imposing a municipal telephone utility tax on cellular service of the same nature as imposed by this chapter, which dispute is

limited only to the question of the correct allocation of municipal telephone taxes as between the City of Spokane and some other Washington city, the taxpayer may obtain exoneration from further tax liability, interest, and penalties due and owing to the City of Spokane with respect to the transactions under dispute by tendering the total amount of tax claimed due by the City of Spokane into an escrow account with the City treasurer or as established hereafter by appropriate interlocal agreements under the administrative sponsorship of the Association of Washington Cities. Under these arrangements, the taxpayer remains responsible to adjust its billing records promptly upon notification under procedures sanctioned through the Association of Washington Cities of the resolution of any dispute encompassed within the terms of this paragraph.

8. Selling or furnishing water for hire: ((~~Twenty One and one-half~~)) Twenty-One percent of gross income.

9. Providing cable, telecommunications, or similar type service to the public, which involves the use of the right-of-way for the installation of wires, cables, fixtures, or other equipment, where not otherwise addressed in this section or prohibited by law: Six percent of gross income.

B. Subsections (A)(3), (A)(4), and (A)(7) of this section include, so far as permitted by law, the City of Spokane, and the fee or tax imposed applies to the specified business of the entire City service area, except that subsection (A)(3) of this section does not apply to operations or functions undertaken by the City occurring outside the City of Spokane and undertaken by the City as manager of a joint project pursuant to interlocal cooperation agreement.

C. The taxes imposed in subsections A (1), (2), (3), (5), (6), and (8) do not apply to amounts derived from utility business activities otherwise taxable arising from providing service to customers at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the City, said annexation taking effect on or after January 1, 2012; provided further, this exclusion does not apply to revenues derived from customers operating municipal solid waste disposal facilities or revenues otherwise taxable from municipal solid waste disposal facility operations.

((~~D. The increased taxes imposed in sections (A)(3), (A)(4), and (A)(7) of this section are temporary increases from January 1, 2026 through December 31, 2026, after which said increases in section (A)(3), (A)(4), and (A)(7) of this section shall revert to a total tax of twenty-one (21%) percent, effective January 1 ,2027.~~))

Section 3: Effective Date. The effective date of this ordinance shall be the later of January 1, 2026 or the time set forth in Section 19 of the City Charter.

ADOPTED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the _____ day of _____ 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 11/17/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	11/13/2025
Clerk's File #	ORD C36815
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	5200 - ORDINANCE INCREASING WATER-WASTEWTER RATES BY ONE-HALF

Agenda Wording

The City Council intends to raise the utility tax rate by one-half percent, and this ordinance raises the rates paid for Water-Wastewater Capital by customers by one-half percent to pay for that increase.

Summary (Background)

This ordinance raises the Water-Wastewater Capital rates across the board by one-half percent to pay for an increase in the City's utility tax rate for Water-Wastewater Capital by one-half percent to 21.5 percent. The utilities cannot absorb another increase in the utility tax without raising the cost of service by the same amount. Council previously raised the tax rate by 1percent starting in 2024. This ordinance will amend SMC Chapter 13.035.500.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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cmorse@spokanecity.org	
mmrroquin@spokanecity.org	

ORDINANCE NO. C36815

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

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

The City of Spokane does ordain:

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Capital Rates

A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.

B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month		
	((~~2025~~))	2026
Domestic user (Per single-family residence or equivalent residential unit):		
Domestic user – In City	(($~~34.43~~))	(($~~36.12~~)) $36.30
Domestic user – Outside City	(($~~39.46~~))	(($~~41.39~~)) $41.60
Commercial User:		
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	(($~~35.43~~))	(($~~37.16~~)) $37.35
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	(($~~0.7431~~))	(($~~0.7795~~)) $0.7834
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	(($~~40.60~~))	(($~~42.58~~)) $42.79

Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((~~$1.4858~~))	((~~$1.5586~~)) $1.5664
Other services:		
PDA - Domestic User	((~~$34.43~~))	((~~$36.12~~)) $36.30
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	((~~$35.43~~))	((~~$37.16~~)) $37.35
PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((~~$0.7431~~))	((~~$0.7795~~)) $0.7834
PDA Water only Domestic User - Capital Charge	((~~$13.78~~))	((~~$14.46~~)) $14.53
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	((~~$14.18~~))	((~~$14.87~~)) $14.94
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((~~$0.2971~~))	((~~$0.3117~~)) $0.3133
PDA Wastewater only Domestic User– Capital Charge	((~~$21.25~~))	((~~$22.29~~)) $22.40
PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)	((~~$21.25~~))	((~~$22.29~~)) $22.40
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((~~$0.4459~~))	((~~$0.4677~~)) $0.4700
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	((~~$1.4858~~))	((~~$1.5586~~)) $1.5664
Non-domestic process water-wastewater capital rate (per thousand gallons)	((~~$50.93~~))	((~~$53.43~~)) $53.70

Septage charge (per thousand gallons)	(($~~$50.93~~))	(($~~$53.42~~)) $53.69
Water Service Only Domestic User-Capital Charge – In City	(($~~$13.78~~))	(($~~$14.46~~)) $14.53
Water Service Only Domestic User-Capital Charge – Outside City	(($~~$15.79~~))	(($~~$16.56~~)) $16.64
Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(($~~$14.18~~))	(($~~$14.87~~)) $14.94
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	(($~~$0.2971~~))	(($~~$0.3117~~)) $0.3133
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(($~~$16.24~~))	(($~~$17.04~~)) $17.13
Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(($~~$0.5944~~))	(($~~$0.6235~~)) $0.6266
Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge (per hundred cubic feet)	(($~~$0.4182~~))	(($~~$0.4388~~)) $0.4410
Wastewater Service Only Domestic User – Capital Charge – In City	(($~~$21.25~~))	(($~~$22.29~~)) $22.40
Wastewater Service Only Domestic User – Capital Charge – Outside City	(($~~$24.35~~))	(($~~$25.55~~)) $25.68
Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(($~~$21.25~~))	(($~~$22.29~~)) $22.40
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	(($~~$0.4459~~))	(($~~$0.4677~~)) $0.4700

Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	((~~$24.35~~))	((~~$25.55~~)) $25.68
Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	((~~$0.8913~~))	((~~$0.9350~~)) $0.9397

Section 2. Effective Date. The effective date of this ordinance shall be the later of January 1, 2026 or the time set forth in Section 19 of the City Charter.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistance City Attorney

_____
Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/17/2025		**Date Rec'd**	10/1/2025
		Clerk's File #	ORD C36769
		Cross Ref #	RES 2025-0085
		Project #	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN COLLEGE AVE		

Agenda Wording

Vacating a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St

Summary (Background)

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and franchised private utility companies. Some of the neighbors are opposed to the vacation.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** $9793.03	**#** 3200- 49199- 99999- 39510-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal			
For the Mayor	PICCOLO, MIKE		

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City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36769

An ordinance vacating a portion of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street;

WHEREAS, a petition for the vacation of a portion of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street has been filed with the City Clerk representing 66.92% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the portion of public right-of-way described below is hereby vacated. Parcel number not assigned.

ALL THAT ALLEY DESCRIBED BY STATUTORY WARRANTY DEED RECORDED IN AUGUST 30, 1978, UNDER AUDITOR'S FILE NO. 7808300107, BEING A PORTION OF LOTS 3, 4, AND 5, BLOCK 13, NETTLETON'S FIRST ADDITION TO SPOKANE FALLS RECORDED IN VOLUME A OF PLATS, PAGE 98 RECORDS OF SPOKANE COUNTY WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5;

THENCE NORTH 20°01'40" WEST, 18.3 FEET ALONG THE EAST LINE OF SAID LOT 5;

THENCE NORTH 41°55'20" WEST, 73.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS NORTH 48°04'40" EAST, 36.40 FEET, A CENTRAL ANGLE OF 131°48'33", (THE CHORD OF WHICH BEARS NORTH 23°58'57" EAST, 66.46 FEET), FOR AN ARC LENGTH OF 83.74 FEET;

THENCE NORTH 89°53'13" EAST, 75.47 FEET;

THENCE SOUTH 00°28’40” WEST, 16.00 FEET;

THENCE SOUTH 89°53’13” WEST, 75.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS SOUTH 00°06’47” EAST, 20.40 FEET, A CENTRAL ANGLE OF 131°48’33”, (THE CHORD OF WHICH BEARS SOUTH 23°58’57” WEST, 37.24 FEET), FOR AN ARC LENGTH OF 46.93 FEET;

THENCE SOUTH 41°55’20” EAST, 77.06 FEET;

THENCE SOUTH 20°01’40” EAST, 27.19 FEET TO THE SOUTH LINE OF

SAID BLOCK 13; THENCE SOUTH 89°53’13” WEST, 17.02 FEET TO THE

POINT OF BEGINNING. **CONTAINING**: 3,824 SQUARE FEET OF LAND,

MORE OR LESS.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities and Lumen to protect existing and future utilities.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

55 Lincoln Road, Suite 101
Spokane, WA 99208
509.467.1550

August 5, 2025

RE: ALLEY VACATION APPLICATION – NARRATIVE

We are proposing a partial vacation of an existing alley located south of W College Ave and North of W Bridge Ave in Spokane, Washington. The purpose of this vacation is to maximize the land use and support the area's future growth by creating additional housing opportunities which would be a benefit to the public and align with City's growth and planning goals. The alley is currently not in use, please see attached photos, and there will be no parcel of land denied access to the public right-of-way with the vacation of this alley.

The proposed vacation includes approximately 240 lineal feet of the western portion of the existing alley, extending from W Bridge Ave to the eastern property line of 2718 W Bridge Ave. The vacated right-of-way is intended to accommodate portions of the proposed residential lots, internal access roads, and pedestrian sidewalks. The affected properties, 2718 W Bridge Ave, 2725 W College Ave, and 2722 W Bridge Ave, each maintain right-of-way access from either W college Ave or W Bridge Ave. Additionally, the site improvements include internal access roads and a 22-ft wide access easement connecting the remaining eastern portion of the Alley to W College Ave, supporting efficient site circulation. As a result, the western portion of the existing alley is no longer required for public access or circulation.

There will be five parcels directly affected by the alley vacation. Among these parcels, two property owners are in favor of the alley vacation, and one is opposed. The two owners in favor are Good Neighbor Companies, LLC (parcels 25133.0517 and 25133.0508) and Grant Cashen (parcel 25133.0516). The owner against is Melodi Sue Wynne (parcels 25133.0503 and 25133.0504) and she has stated that she is not interested in an alley vacation and is against any development in the area. Although there are only three property owners directly affected by the alley vacation there are three additional parcels that are adjacent to the existing alley to the east, where it is not being proposed to be vacated: Becky Phillips (parcel 25133.0505) who is aware of the proposal and has no concerns, Steffan Wachholtz (parcel 25133.0506) who supports the vacation and has no concerns, and Andy Louie (parcel 25133.0507) who has provided no response to attempts at contact.

In addition to the alley vacation, the proposal includes rerouting the 10-inch and 12-inch existing sanitary sewer mains that currently cross private property to enter the alley. These existing sewer mains will be removed and rerouted along public right-of-way as needed for the vacation of the alley and for future site development.

Please see the attached alley vacation and utility exhibits for additional information.

SynTier Engineering, Inc.

Ross Anderson, P.E.
Project Manager

ALLEY EXHIBIT
CENTENNIAL RIDGE SUBDIVISION
CITY OF SPOKANE, WA

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

BLOCK 12

COLLEGE AVENUE

35'

25'

22.0' ACCESS & UTILITY EASEMENT

PROPOSED 22' ALLEY

SUMMIT BOULEVARD (VACATED)

40'

LOT 28 — 42.00' × 21.00'

LOT 27 — 57.33' × 21.42'

LOT 26 — 53.12' × 21.42'

LOT 25 — 48.91' × 21.42' / 44.70'

LOT 24 — 42.00' × 21.00'

LOT 23 — 42.00' × 21.00'

LOT 22 — 42.00' × 21.00'

LOT 21 — 42.00' × 21.00'

LOT 20 — 42.00' × 21.00'

LOT 19 — 42.00' × 21.00'

LOT 18 — 42.00' × 21.00'

LOT 1 — 50.01' × 21.00'

LOT 2 — 50.01' × 21.00'

LOT 3 — 50.01' × 21.00'

LOT 4 — 50.01' × 21.00'

LOT 5 — 50.01' × 21.00'

LOT 6 — 50.01' × 21.00'

LOT 7 — 50.01' × 21.00'

LOT 8 — 50.01' × 21.00'

LOT 9 — 40.01' × 21.00'

LOT 10 — 40.01' × 21.00'

LOT 11 — 40.01' × 21.00'

LOT 12 — 40.01' × 21.00'

LOT 13 — 48.01' × 21.00'

LOT 14 — 48.01' × 21.00'

LOT 15 — 48.01' × 21.00'

LOT 16 — 48.01' × 21.00'

LOT 17 — 48.01' × 21.00'

PREVIOUSLY VACATED ALLEY

16.0' ALLY

16' ALLEY TO REMAIN

PREVIOUSLY VACATED ALLEY

16' ALLEY TO BE VACATED

BLOCK 13

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

ADDRESS: 2707 W COLLEGE AVE
PARCEL: 25133.0507

ADDRESS: 2703 W COLLEGE AVE
PARCEL: 25133.0506

ADDRESS: 2718 W BRIDGE AVE
PARCEL: 25133.0503

ADDRESS: 2712 W BRIDGE AVE
PARCEL: 25133.0504

ADDRESS: 2708 W BRIDGE AVE
PARCEL: 25133.0505

NORTH LINDEKE STREET

BRIDGE AVENUE

0 20 40
SCALE: 1"= 40'

LEGEND:

- ALLEY TO BE VACATED
- ALLEY TO REMAIN
- PROPOSED 22' ALLEY

ZONING
RSF (RESIDENTIAL SINGLE-FAMILY)

JURISDICTION
CITY OF SPOKANE

SEWER PURVEYOR
SPOKANE COUNTY WASTE WATER DIVISION

POWER/GAS
AVISTA UTILITIES

WATER PURVEYOR
CITY OF SPOKANE WATER DEPARTMENT

TELEPHONE
LUMEN TECHNOLOGIES

SITE ADDRESS:
2725 W COLLEGE AVE, SPOKANE, WA 99201

FIRE DEPARTMENT:
SPOKANE FIRE DEPARTMENT STATION #4

SynTier Engineering, Inc.
55 Lincoln Road Suite 101 Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

DESIGNED:	RAA	CHECKED:	DATE: JANUARY, 2025
DRAWN:	CLM		

NO.	DATE	DESCRIPTION
REVISIONS		

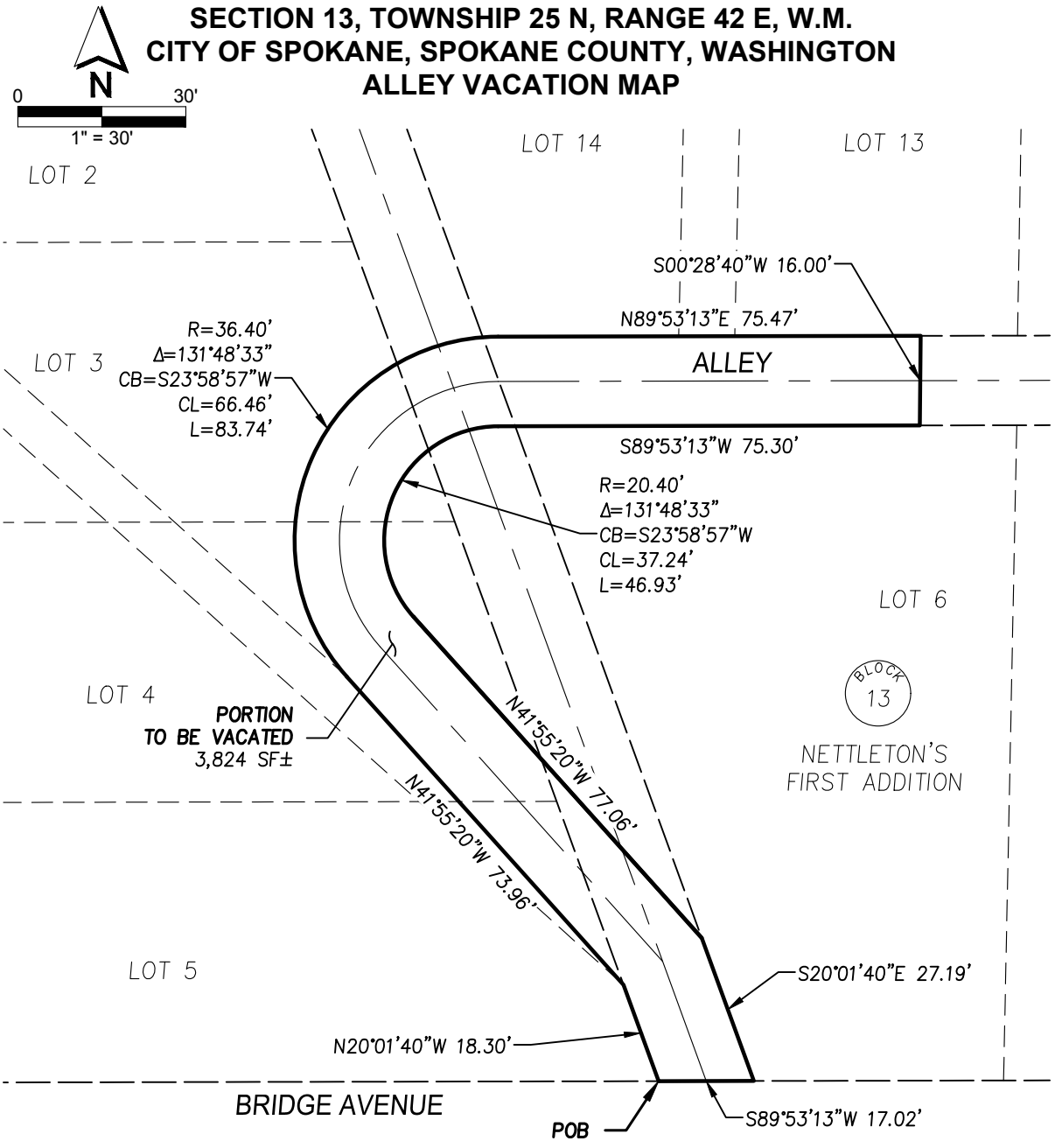
SHEET NO.
C1

JOB NO.
GNC-01

P:\GNC-01 (Centennial Ridge Subdivision)\GNC01-DWGS\Exhibits\ GNC01 - ALLEY EXHIBIT.dwg

EXHIBIT

SECTION 13, TOWNSHIP 25 N, RANGE 42 E, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON
ALLEY VACATION MAP



THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY

DARREL WAYNE CARSTEN
STATE OF WASHINGTON
#5152
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/11/2025

SHEET 2 OF 2

P:\GNC-01 (CENTENNIAL RIDGE SUBDIVISION)\GNC01-SURVEY\GNC01-EXH.DWG

SYNTIER
Engineering, Inc.
55 E Lincoln Rd., Suite 101
Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
9/25/2025

LOCATION: A portion of the alley between College and Bridge, from Summit to Lindeke

PROPONENT: Good Neighbor Companies, LLC

PURPOSE: To consolidate property for future development

HEARING: November 17, 2025

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Avista has reviewed the proposed street vacation and notes that we maintain electric services throughout the alley and a 2" main gas line , thus access to pole and services is required.

Avista requests the following language be added as a condition of approval:

1. Property owner(s) shall coordinate with Avista to secure a utility easement for access to electrical services and gas services located in vacated Linke-Bridge Alley. Easement shall be recorded and referenced on final Record of Survey.
2. 10' feet in width are required for our electrical services, centered on the line (5' feet on either side). 5' feet in width are required for our gas services, centered on the line (2.5' on either side).

COMCAST – We do have a cable plant on the Avista poles in that easement. As we always do if Avista changes something there we will change with them.

EXTENET – We have no assets in the area.

FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – There looks to be lumen facilities within the vacate area. We will need an easement.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

YELLOWSTONE PIPELINE – No comments

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No comments

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT – Fire has no concerns. Requirements for fire access to the proposed new lots will be captured during plan review for the development.

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT - The alley that will remain will need to be 20’ wide per design standards.

Add alley returns rather than a driveway.

WASTEWATER MANAGEMENT - In answer to your questions below,

- Yes, we have a sewer pipeline existing in the RW that is being proposed for vacation. According to our legal department, in general providing an easement to replace this RW reduces our leverage in terms of maintaining access. In practice we have found this to be true. Therefore, we opposed this vacation unless the sewer is rerouted within a public ROW and the following condition are met.
- The new ROW is of sufficient width to accommodate maintenance for the depth of sewer (typically a minimum of twice the sewer depth but not less than 20 feet or 30 feet if water pipe is also in ROW).
- The rerouted sewer does not reduce the pipe capacity.
- Sewers must be designed to meet all City design standards, including pipe slopes.
- Existing sewer services to properties and buildings to remain must be maintained. Notably, the existing sewer service to parcel 25133.0503 @ 2718 W Bridge Ave. will likely need to be replaced /rerouted/reconnected according to the proposed layout provided. This is not addressed in their proposed layout.
- If the alley is vacated, all stormwater for that vacated portion must be properly managed and maintained on site.
- In the additional information (attached) provided that proposes rerouting public sewers, the color-coded map identifies the blue hatched as a new 22-ft alley, which would be public ROW, but also as an Access and Utility Easement that implies it's private property. This needs to be clarified as to which is being proposed. Also, our comments do not imply a review or acceptance of the proposed sewer rerouting.

WATER DEPARTMENT - RW Vacation Request for Comments
Requirements:

1. Kill water service at the main in Lindeke Street for 2711 W College.
2. Add a new service for 2718 W Bridge from the proposed water main in the proposed alley and kill the existing service at the main in Lindeke Street.

RECOMMENDATION: Engineering understands that some of the neighbors are against this vacation and we understand the concerns that these neighbors have. Engineering also believes that the petition meets the minimum requirements to take this petition to a hearing if Council chooses to.

1. An easement as requested by Lumen and Avista Utilities, shall be retained to protect existing and future utilities.

2. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and the must either be completed or bonded for.

   This closure work must include the following:

   1. The existing public sewer main running through the alley must be rerouted out of the RW vacation area. Additional RW may need to be dedicated.
   2. The existing water service for 2711 W College will need to be killed at the main and a new service added to the main in College.
   3. The existing water service for 2718 W Bridge that currently runs through the alley must be killed at the main in Lindeke. The property will then need to be reconnected to the new main to be installed in the newly dedicated alley.

3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $51,124.31 and is to be deposited to Budget Account #3200 49199 99999 39510. If a 22' north/south alley dedication is built as proposed, the City would give a credit for the newly dedicated RW and will use the same valuation for the dedicated land as defined by the latest information from the County Assessor's Office. The adjusted total in this case would be a cost of $9,793.03 for the vacated land

4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.

Eldon Brown, P.E.
Principal Engineer – Developer Services

Eldon W. Brown

Rebecca & John Phillips
2708 W. Bridge Avenue
Spokane, WA, 99201
Philhawk79@gmail.com
August 25th, 2025

Dear Councilman Zappone, Councilwoman Klitzke, and fellow City Council Members,

My name is Rebecca Phillips and my husband John, and I are the owner (since 2020) and occupants (since 2011) of 2708 W. Bridge Avenue. I am writing this letter on behalf of us and the neighboring property owners of the 2700 block of west College and west Bridge Avenues in Spokane, Washington to object to the proposed alley vacation of the western part of the alley that runs between College and Bridge Avenues, and the creation of a 'new' alley running north to south from College Avenue to the existing east side of the alley.

In discussions amongst ourselves, we question the need for access to and from the site via the alley, considering there is ample frontage along College Avenue for two access points for the development using the existing, public, paved street. There is also access from Summit Boulevard at the northwest corner of the parcel at the College/Summit intersection.

While we understand and respect that each property owner has the right to do whatever the city codes allow them to do on their own property, we fear that vacating the alley and allowing traffic flow through the alley would encroach on the peace of the neighborhood and have a negative effect on it, especially on the physical and mental health of the occupants of the parcels on the 2700 block directly adjacent to the alley.

Collectively, we are concerned that the alley vacation would impose unnecessary stress on us and decrease our quality of life due to the additional access points and increased alley traffic from the proposed development of 2725 W. College Avenue. While we expect and prepare for increased traffic on our public roadways with the influx of new housing units, alley traffic at this level is not expected or usual in a quiet residential setting in the City of Spokane, and it would be extremely difficult for us to prepare our lots to minimize our exposure to this unhealthy, unwelcome, and unexpected alley use.

Studies have shown exposure to increased and constant motor vehicle traffic noise could cause non-auditory health effects, including cardiovascular disease, metabolic effects, sleep disturbances or cognitive impairments, inflammation and oxidative stress and age-related diseases*. It also increases stress levels and causes other physical and mental health issues in all citizens, especially the very young and the elderly citizens, due the increased exposure to vehicle exhaust and noise from engines and tire/surface friction. For citizens that have any of these pre-existing conditions, exacerbation of medical and mental health issues can have a real and definite effect on one's quality of life. Speaking specifically for myself and John, we already suffer from high blood pressure, congestive heart failure, and respiratory diseases and the consequences of increased, unnecessary, and chronic noise exposure at this proximity could be problematic and decrease our life expectancies.

We have known for quite some time that the lot was going to be developed and we appreciate that this will help address the need for housing in our area, but we also believed that we would have the alley as a buffer between the new development and our existing houses and that

buffer would help us preserve the quiet, modest life-style that we currently enjoy and have grown accustomed to, without having to worry about the excessive intrusion on our health.

Before you make your decision, we respectively implore you to visit the websites listed below read what medical professional and environmental experts have learned about the correlation between traffic and human health issues, and factor in the effects that this alley vacation will have on the health and quality of life for us existing residents, along with the negative impacts it will make now and in the future. Once it is done, it cannot be undone.

With Gratitude and Respect,

John & Rebecca Phillips, 2708 W Bridge Ave

Melodi Wynne, 2718 W Bridge Ave

Steffan Wachholtz, 2703 W College Ave

Andy & Cheryl Louie, 2707 W College Ave

Sites referenced:

*National Library of Medicine:
https://pmc.ncbi.nlm.hih.gov/articles/PMC1129

*Center for Occupational and Environmental Health:
https://coeh.ucdavis.edu/research/how-noise-pollution-quietly-affects-your-health

*Harvard Medicine:
Noise and Health | Harvard Medicine Magazine

*EPRA International Journal of Multidisciplinary Research—Peer Review Journal:
202411-01-018872

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	8/19/2025
Clerk's File #	ORD C36786
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MANAGEMENT & BUDGET
Contact Name/Phone	JESSICA 625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	2026 CAPITAL IMPROVEMENT PROGRAM (CIP) ORDINANCE

Agenda Wording

An update on the CIP will be delivered to the City Council on October 27, 2025. A Plan commission workshop was held on September 24, 2025, and the Plan Commission hearing was held on October 22, 2025.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must annually update and adopt a Citywide Six Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first year of the CIP is incorporated into the 2026 Mid-Biennium Modification Budget.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36786

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2026 THROUGH 2031. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Improvement Program Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2026 through 2031) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 23, 2025 by Council Resolution 2025-0045, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on October 2, 2025, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 24, 2025; and

WHEREAS, after providing appropriate public notices, on October 22, 2025, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2026-2031), as set forth in the attached Citywide Capital Improvement Program (2026-2031).

A. Any vehicle procurement must comply with Spokane Municipal Code 07.06.175A regarding the procurement of clean fuel vehicles.

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2026-2031).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/22/2025
		Clerk's File #	ORD C36775
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	HISTORIC PRESERVATION	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0470 – CANNON HILL PARK HISTORIC DISTRICT OVERLAY ZONE (SMC		

Agenda Wording

The Spokane Historic Landmarks Commission reviews districts for listing on the Spokane Register to ensure that they meet the criteria set out in SMC 17D.100. The Cannon Hill Park HD meets criteria for listing and a nomination, Design Standards & Guidelines, Overlay Zone Ordinance (SMC 17D.100.285) and map were approved by the SHLC.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties and districts for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. To create historic districts in Spokane, an overlay zone ordinance must be created and the district added to the City's official zoning map. The Cannon Hill Park Historic District has been recommended for listing by the Spokane Historic Landmarks Commission. The Commission reviewed the nomination, resource forms, design standards & guidelines, ordinance and map at the August 20, 2025 Landmarks Commission hearing. Owners have returned 80% of mailed ballots (154 of 193 ballots) and 135 YES votes were received (70% in favor). 17 NO votes were received (9%), 2 NEUTRAL votes and 30 unreturned ballots were also counted as NO votes (30% total). District formation requires an owner consent vote of 50% + 1 to move forward to City Council for designation of the district on the official zoning map. The Historic Preservation code resides in Chapter 17 - Unified Development Code of the Spokane Municipal Code and therefore must have an additional recommendation by the Plan Commission. The Historic Preservation Office has held a workshop with Plan Commission (7/23/25) and has a subsequent public hearing (9/24/25) for their official recommendation to City Council. After that recommendation, the proposed overlay zone ordinance (SMC 17D.100.285) will be brought back to City Council for a hearing.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact on historically excluded communities.

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

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals Chapter 3: Land Use • LU 2.2 Performance Standards. • LU 5.5 Compatible Development • LU 7.3 Historic Reuse Chapter 6: Housing • H 2.3 Housing Preservation Chapter 8: Urban Design and Historic Preservation • DP 1.1 Landmark Structures, Buildings, and Sites • DP 1.2 New

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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smacdonald@spokanecity.org	eking@spokanecity.org
akiehn@spokanecity.org	

ORDINANCE NO. C36775

An ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285.

WHEREAS, the City and Spokane County find that the establishment of a Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, property owners within the proposed district contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Cannon Hill Park Historic District Committee formed to lead the process of district formation. They fundraised and pooled their skills and resources to create the documents required to form the Cannon Hill Park Historic District including the nomination document detailing the history and characteristics of the district, resource forms including specific information and photographs of every property within the district, and design standards and guidelines specific to the district; and

WHEREAS, the Cannon Hill Park Historic District Committee strategized their own outreach efforts, determined when the ballots should be sent to property owners, planned door-knocking campaigns, hosted neighborhood workshops, presented at a neighborhood council meeting, stayed in close contact with the Historic Preservation Office about the status of returned ballots, and led to the ultimate success of the property owner vote; and

WHEREAS, the Spokane City / County Historic Preservation Office attended and participated in two workshops and direct feedback from property owners; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination form, Cannon Hill Park Local Historic District Inventory Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property as well as access to a Façade Improvement Grant available through the Historic Preservation Office without the requirement of having to individually list their home or building; and

WHEREAS, ballots were sent to owners of property in the proposed district in May 2025. 135 of the owners of developable parcels within the district boundaries have voted in favor of forming the Cannon Hill Park Local Historic District Overlay Zone (135 “YES” votes out of 193 possible votes which exceeds the 50% +1 required by SMC17D.100.100B);

AND THEREFORE, The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.285 to Chapter 17D.100 SMC to read as follows:

17D.100.285 Cannon Hill Park Local Historic District Overlay Zone

A. Purpose.
This special overlay zone establishes a local historic district in Manito/Cannon Hill under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a landmark’s commission design review process.

B. Designation of Districts.
Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.
1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under Title 17C. See the Cannon Hill Park Local Historic District Overlay Zone Map 17D.100.285-M1.

C. Certificate of Appropriateness Review.

The certificate of appropriateness review process for the Cannon Hill Park Local Historic District helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Cannon Hill Park Local Historic District Design Standards and Guidelines."

1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
   a. District-wide design standards and guidelines,
   b. Specific design standards and guidelines for single-family contributing structures,
   c. Specific design standards and guidelines for multi-family contributing structures,
   d. Specific design standards and guidelines for non-contributing structures,
   e. Design standards and guidelines for new construction, and
   f. Demolition review criteria for properties within the district.
2. The Cannon Hill Park Local Historic District Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for proposed exterior changes to properties within the district as outlined in the Cannon Hill Park Local Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Cannon Hill Park Local Historic District Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Cannon Hill Park Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Cannon Hill Park Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission to make decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. The Cannon Hill Park Local Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Findings of Fact and Decision for Council Review
Nomination to the
Spokane Register of Historic Places
Cannon Hill Park Spokane Register Historic District Nomination, Resource Forms and Design Standards & Guidelines

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- The Period of Significance of 1909 to 1958 meets the 50-year age requirement for listing.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).

- The Cannon Hill Park Addition Historic District is eligible for the Spokane Historic Register under Category A.
- It is eligible under Category A for its association with the broad patterns of Spokane history in the area of a planned residential development as a designed and developer-shaped residential neighborhood.
- The Period of Significance for the Cannon Hill Park Historic District is from 1909 when the district was first platted to 1958 with the conclusion of the post-WWII building boom; and 96 percent of the residential lots already built on.

3. SMC17D.100.020: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Cannon Hill Park Historic District contains 191 properties and the vast majority of properties are considered to be "contributing" to the district. Only 11 of the 191 properties (6%) of the properties were built outside of the period of significance for the district (1909-1958) or have been changed significantly from the original construction. Therefore, the Cannon Hill Park Historic District contains a very high degree of integrity.
- Each resource within the Cannon Hill Park Historic District was evaluated for its ability to contribute to the significance and eligibility of the historic district. A determination of whether or not a property contributes to the district was based on the intactness of the property in terms of year of construction, materials, style and building scale as it fits into its immediate surroundings and the planned landscape of the area. If those aspects were met, the property was considered to be contributing to the district.
- All properties within the proposed district boundaries that retained enough integrity as described above were considered to be "contributing" to the district, or "non-contributing" due to age or modifications.
- Breakdown of Contributing to Non-Contributing Resources – **191 TOTAL (193 parcels):**

Contributing Resources of the Cannon Hill Park Historic District		
Contributing	**Non-Contributing (alteration)**	**Out of Period/Age**
180 (94%)	4 (2%)	7 (4%)

4. SMC17D.100.100 B.The proposed management and design standards shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district

sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. A noticing error extended the voting period from July 10, 2025 to August 18, 2025 in order to give all property owners a full 60-days to vote.

- On May 8, 2025 official ballots/petitions with 193 "votes" were mailed to 191 property owners. As of 5:00 pm on Monday, August 18, 2025; 154 votes had been returned and included 135 votes of "YES" to form the historic district and 17 votes of "NO" to not form the district, 2 voters returned ballots as "neutral" which will be tallied as "NO" votes. 39 votes were not returned and are counted as "NO" votes.
- The percentage of returned votes (154 of 193) was 80%.
- Of those who returned ballots, 88% of the votes were in favor of the district's creation.
- Overall, 70% of the TOTAL property owners within the district boundaries were in favor, which exceeds the 50% +1 required by ordinance (97 votes minimum).

5. **Once listed, the "contributing" properties within the Cannon Hill Park Historic District will be eligible to apply for incentives, including:**

   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found on August 20, 2025 that the **Cannon Hill Park Historic District** qualifies for eligibility under Spokane Register Category A. Final approval of the overlay zone ordinance (SMC 17D.100.285), design standards & guidelines and map is recommended to City Council. The report of ballots/voting confirms that property owners in the Cannon Hill Park Historic District are in favor of its formation. This confirms owner consent to the listing. Plan Commission held a hearing on September 24, 2025 and voted 7-1 to recommend to City Council that the overlay zone ordinance be approved. The proposed Cannon Hill Park Historic District Overlay Zone should move forward for City Council consideration to be placed on the official zoning map.

Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation

Proposed Adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines

A recommendation from the City Plan Commission to the City Council to approve the adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines. The proposal is related to the request from the Cannon Hill Park property owners requesting the formation of a local historic district in the Manito/Cannon Hill Neighborhood, which would include the approval of the historic district formation through a balloting process and the legislative action to approve an overlay zone.

Findings of Fact:

A. The City of Spokane's Comprehensive Plan 1) encourages the recognition and preservation of unique or outstanding landmark structures, buildings, and sites." (Goal DP 1.1), 2) establishes historic preservation as a high priority within city programs (Goal DP 3.1), 3) supports the identification of historic resources to guide decision making in planning" (Goal DP 3.3) and 4) seeks to maintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation. (Goal DP 3.5).

B. The Comprehensive Plan also supports design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each subarea or historic district. (Goal DP 2.7).

C. To accomplish this, the City's Comprehensive Plan states as a goal to “provide incentives to property owners to encourage historic preservation" (Goal DP 3.9) and assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives (Goal DP 3.11) as well as encourage the deconstruction and reuse of historic materials and features when historic buildings are demolished. (Goal DP 3.12).

D. The City's Comprehensive Plan recognizes our neighborhoods as one of our City's finest assets, and supports assistance to neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment. (Goal DP 3.13).

E. The City Council adopted Ordinance No. C-35580 on February 12, 2018 whereby the City Council recodified the City’s Historic Preservation Ordinance. Part of that recodification included the process for the formation of local historic districts.

F. Several property owners contacted the Spokane Historic Preservation Office in the fall of 2024 requesting that a local historic district be formed in the neighborhood; and

G. The Cannon Hill Park property owners and the Spokane City|County Historic Preservation Office conducted outreach efforts including presentations, two Plan Commission briefings/workshops, neighborhood workshops, created websites with additional information, mailings, and direct feedback from property owners through neighbor-to-neighbor conversations; and

H. After conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination document, Cannon Hill Park Local Historic District Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

I. The adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines would be the final step in the formation of this local historic district.

J. On March 12 and July 23, 2025, Spokane City Plan Commission held a briefing and a workshop to study the proposed ordinance, the formation of the Cannon Hill Park Local Historic District, and the adoption of the Design Standards and Guidelines. Plan Commission voted to advance the proposal to hearing on September 24, 2025.

K. On June 23, 2025, a SEPA sign was posted in Cannon Hill Park informing neighbors of the proposal as well as the August 20 hearing of the Spokane Historic Landmarks Commission meeting.

L. On July 3, 2025, a SEPA Checklist and Request for Comments was emailed to agencies. Comments were due by July 18, 2025.

M. On August 15, 2025, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to adopt this proposed ordinance. On August 18, 2025, the City received an acknowledgement letter from the Department of Commerce.

N. Two public workshops were held on February 26, 2025 and April 23, 2025, and amongst regular check-ins with the project proponents.

O. As required by SMC 17D.100.030, a vote of the property owners within the district boundaries was conducted to determine support for the district. 191 ballots with 193 votes (1 vote per developable parcel within the boundary) were sent via USPS on May 8, 2025. 154 votes (80% return rate) were returned by the deadline on August 18, 2025. The HPO received 135 “YES” votes to form the district, 17 “NO” votes were received; 2 “NEUTRAL” votes (ultimately counted as NO votes) and 39 votes were not returned to the HPO office. Turnout was 80%. Of those who returned ballots, 88% were in favor of forming the district, and once the non-returned votes are accounted for, 70% of the TOTAL owners of properties within

the district boundaries were in favor, which exceeded the 50% +1 required by city ordinance (97 “YES” votes minimum).

P. The City caused notice of the proposed ordinance and announcement of the Plan Commission's September 24, 2025 hearing to be published in the Spokesman Review on August 28, 2025 and again on September 17, 2025.

Q. On August 27, 2025, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed ordinance. The public comment period for the SEPA determination ended on September 12, 2025, at 5:00 pm. No public comments were received.

R. On August 28, 2025, the Historic Preservation Office mailed a Notice of Plan Commission Hearing and SEPA Determination to all property owners in the proposed boundary of the Cannon Hill Park Historic District Overlay with information about the hearing on the overlay zone.

S. On September 24, 2025, the City Plan Commission held a public hearing on the proposed ordinance; public testimony was taken.

Public Comment:

A. During the hearing on September 24, 2025, the Plan Commission heard testimony from three individuals: all three were in favor of the proposed ordinance including the recommendation for the formation of the historic district and adoption of the design standards and guidelines.

B. No other testimony was submitted.

Plan Commission Deliberations:

A. During deliberations, the Plan Commission considered the proposed ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines.

B. While supportive of the present application, the Plan Commission expressed concern about the use of historic districts to prevent future development.

C. The Plan Commission desired for future historic districts to be guided by a city-wide historic preservation plan which should include consideration for future growth needs, inequities in the resources needed to create a historic district, and priorities for future preservation. There appeared to be support among some Plan Commission members to recommend the City Council institute a pause on new historic district formation until this plan can be completed.

D. The Plan Commission concluded that the proposed ordinance, including the proposed formation of the Cannon Hill Park Local Historic District Overlay Zone and adoption of the design standards and guidelines (SMC 17D.100.290) was consistent with (i) Chapter 17D.100 SMC, (ii) applicable provisions of the

Comprehensive Plan, and (iii) bears a substantial relation to public health, safety, welfare, and protection of the environment.

E. The Plan Commission hereby incorporates and adopts the contents of the Staff Report in support of these findings and recommendations.

Conclusions:

The proposed adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines is fully consistent with applicable provisions of the City of Spokane Comprehensive Plan and bears a substantial relation to the public health, safety, welfare, and protection of the environment.

The City would benefit from a city-wide historic preservation plan to guide decision making about future historic districts, and may further benefit by pausing new district formation until such a plan is completed.

Recommendation:

By a vote of 7-1, the Plan Commission recommends that the City Council adopt the proposed ordinance relating to the adoption of SMC 17D.100.285 regarding the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines.

Jesse Bank
Jesse Bank (Oct 6, 2025 11:22:48 PDT)

Jesse Bank, President

Spokane Plan Commission

October 3, 2025

Cannon Hill Park LHD PC Findings unsigned 10.03.25

Final Audit Report 2025-10-06

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"Cannon Hill Park LHD PC Findings unsigned 10.03.25" History

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Agreement completed.
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DISSENTION LETTER FROM COMMISSIONER YOTZ

To: Spokane City Council
From: Jill Yotz, Plan Commissioner
Date: 10/2/2025
Re: Opposition to Creation of New Neighborhood Historic Districts

I respectfully submit this dissension paper regarding the Cannon Hill Park Addition (CHPA) Historic District Overlay. While I appreciate the deliberation of my colleagues and the value of historic preservation, I cannot support the recommendation as forwarded.

As a Commissioner, my duty is to ensure policies align with the Comprehensive Plan. This historic district does not adequately balance commitments to equity, affordability, and inclusive growth. While preservation honors Spokane's heritage, I believe this district will deepen inequity and add unnecessary regulation, effectively keeping people out rather than welcoming them in.

Housing access is one of Spokane's greatest challenges. Based on testimony received, this proposal appears more a reaction to change than a preservation of a cultural resource for all.

Grounds for Dissent:

Equity and Access

The Comprehensive Plan calls for safe, affordable housing options for all income levels. Historic districts act as a form of "exclusionary zoning." They increase property values, raise maintenance costs, and limit homeownership opportunities, especially for first-time and working-class buyers. This reinforces inequities in who gets to live in high-amenity, centrally located neighborhoods. Additionally, by restricting infill and "missing-middle" housing, they reduce supply and drive prices up.

Existing Protections Already in Place

The Comprehensive Plan requires that preservation goals be weighed alongside commitments to affordable housing, equity, and growth management. Spokane has strong preservation tools.

SMC 17D.100 provides for designation and review of landmarks and districts where homeowners can apply for individual designations. Demolition of historic or eligible structures already requires review. Economic incentives (tax credits, Special Valuation)

support preservation. Given these protections, adding another layer of regulation is duplicative and unnecessary.

Spokane is a leader in Washington for forward-thinking policy that addresses the housing crisis. An additional layer of regulation contradicts the urgency for action to support all residents in Spokane having a viable place to live.

Policy Conflict

Historic districts add layers of design and demolition review that slow housing production, raise costs, and conflict with citywide goals to broaden housing supply and streamline permitting. This undermines Comprehensive Plan objectives on equity, housing access, and public health, as well as policies outlined in Building Opportunities for Housing and the Housing Action Plan.

Economic Context

The concerns expressed by neighbors centered on fears of incompatible development and rapid change. However, Cannon Hill is already a high-cost neighborhood with very limited vacant land. The substantial expense required to purchase and demolish existing homes makes large-scale redevelopment highly unlikely in the near term. In this context, a new historic district appears more symbolic than necessary.

Alternative Solutions

- Develop a citywide preservation strategy that balances historic character with equity and housing access.
- Create design guidelines and pre-approved plans for compatible infill and density.
- Require equity impact reviews before designating districts; offer fee waivers or grants for affordable housing and accessibility upgrades within preserved areas.

Spokane's motto is "we all belong." In the midst of a housing crisis, new historic districts risk sending the opposite message. Preservation is important, but not at the expense of equity and access. Spokane can honor its heritage without excluding future residents. As such, I reject this proposal until it fully aligns with Comprehensive Plan goals for affordability, inclusion, and livability.

Respectfully submitted,

Jill Yotz
Spokane Plan Commission

Overlay Zone Ordinance
SMC 17D.100.285

ORDINANCE NO. C - _____

An ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285.

WHEREAS, the City and Spokane County find that the establishment of a Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, property owners within the proposed district contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Cannon Hill Park Historic District Committee formed to lead the process of district formation. They fundraised and pooled their skills and resources to create the documents required to form the Cannon Hill Park Historic District including the nomination document detailing the history and characteristics of the district, resource forms including specific information and photographs of every property within the district, and design standards and guidelines specific to the district; and

WHEREAS, the Cannon Hill Park Historic District Committee strategized their own outreach efforts, determined when the ballots should be sent to property owners, planned door-knocking campaigns, hosted neighborhood workshops, presented at a neighborhood council meeting, stayed in close contact with the Historic Preservation Office about the status of returned ballots, and led to the ultimate success of the property owner vote; and

WHEREAS, the Spokane City / County Historic Preservation Office attended and participated in two workshops and direct feedback from property owners; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination form, Cannon Hill Park Local Historic District Inventory Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property as well as access to a Façade Improvement Grant available through the Historic Preservation Office without the requirement of having to individually list their home or building; and

WHEREAS, ballots were sent to owners of property in the proposed district in May 2025. 135 of the owners of developable parcels within the district boundaries have voted in favor of forming the Cannon Hill Park Local Historic District Overlay Zone (135 “YES” votes out of 193 possible votes which exceeds the 50% +1 required by SMC17D.100.100B);

AND THEREFORE, The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.285 to Chapter 17D.100 SMC to read as follows:

17D.100.285 Cannon Hill Park Local Historic District Overlay Zone

A. Purpose.
This special overlay zone establishes a local historic district in Manito/Cannon Hill under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a landmark’s commission design review process.

B. Designation of Districts.
Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.

1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under Title 17C. See the Cannon Hill Park Local Historic District Overlay Zone Map 17D.100.285-M1.

C. Certificate of Appropriateness Review.

The certificate of appropriateness review process for the Cannon Hill Park Local Historic District helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Cannon Hill Park Local Historic District Design Standards and Guidelines."

1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
   a. District-wide design standards and guidelines,
   b. Specific design standards and guidelines for single-family contributing structures,
   c. Specific design standards and guidelines for multi-family contributing structures,
   d. Specific design standards and guidelines for non-contributing structures,
   e. Design standards and guidelines for new construction, and
   f. Demolition review criteria for properties within the district.
2. The Cannon Hill Park Local Historic District Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for proposed exterior changes to properties within the district as outlined in the Cannon Hill Park Local Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Cannon Hill Park Local Historic District Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Cannon Hill Park Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Cannon Hill Park Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission to make decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. The Cannon Hill Park Local Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

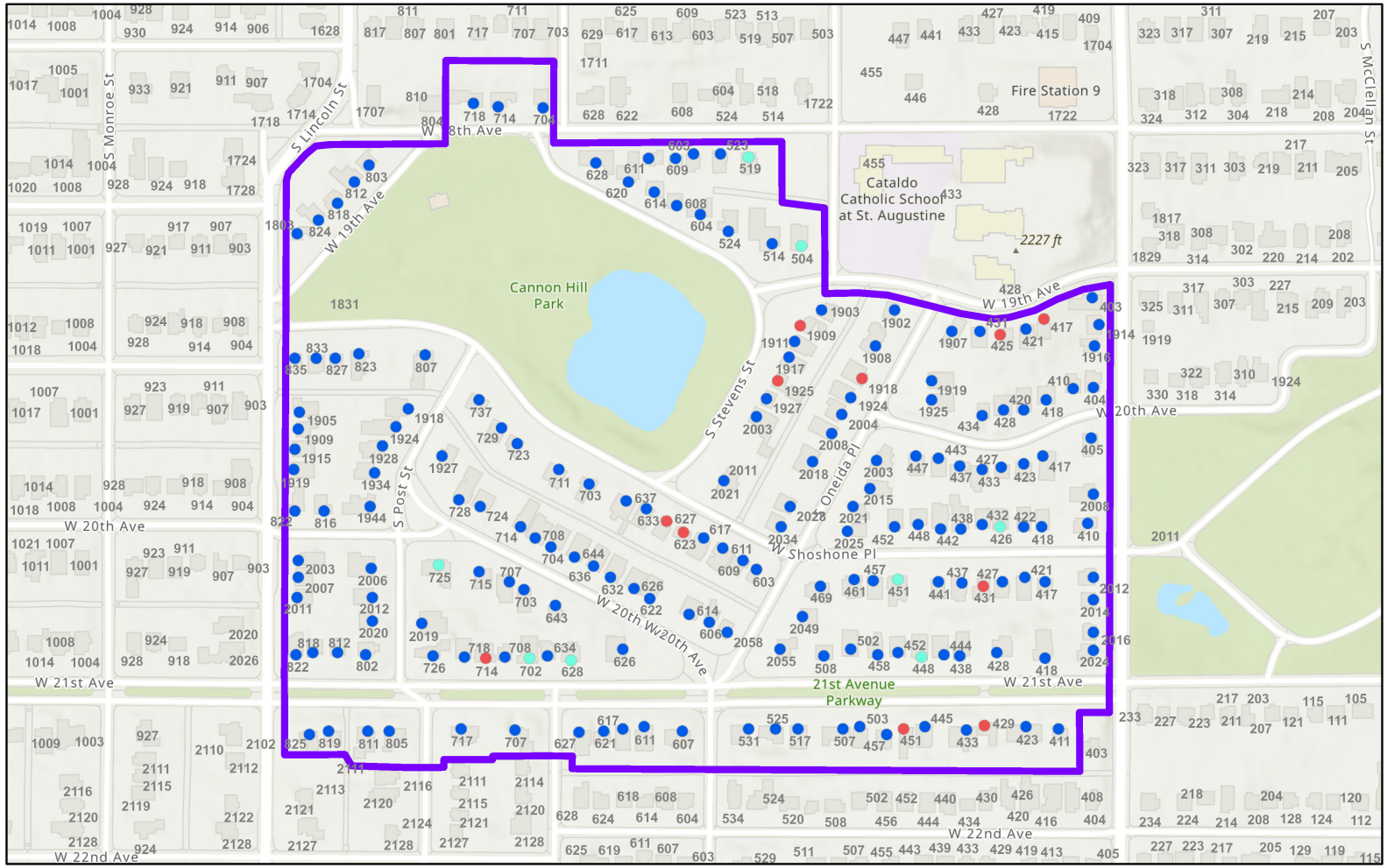
_____
Assistant City Attorney

_____
Date

_____
Effective Date

Map SMC 17D.100.285-M1

Proposed Cannon Hill Park Local Historic District



Map Legend

- Previously Listed on Spokane Register of Historic Places
- Contributing Property to Cannon Hill Park
- Non-Contributing Property to Cannon Hill Park
- Proposed District Boundary

1:5,760

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

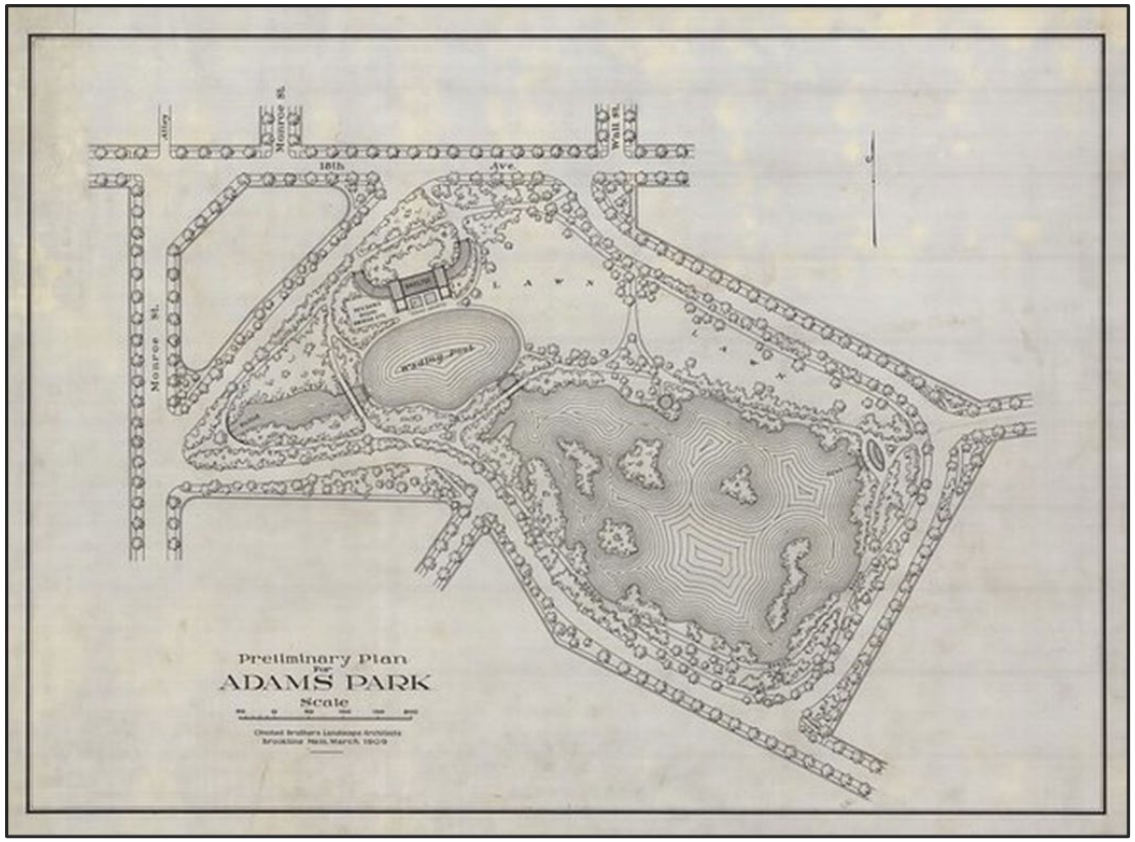
Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

SMC 17D.100.285 Appendix A

ADOPTED BY THE CITY OF SPOKANE

ADD DATE

Authored by Betsy H. Bradley, Megan Duvall and Nathan South



Adapted from the Cannon Streetcar Suburb Historic District by Megan Duvall, Spokane Historic Preservation Officer
Further adapted for the Cannon Hill Park Historic District by Betsy H. Bradley and Nathan South, district residents

ACKNOWLEDGMENTS

Spokane City Council:

Betsy Wilkerson, City Council President

Jonathan Bingle, District 1

Michael Cathcart, District 1

Paul Dillon, District 2

Shelby Lambdin, District 2

Zack Zappone, District 3

Kitty Klitzke, District 3

Administration:

Megan Duvall, Historic Preservation Officer

Logan Camporeale, Historic Preservation Specialist

Plan Commission:

Jesse Bank - President, Ryan Patterson - Vice President
Greg Francis, Carole Shook, Saundra Neperud, Tim Williams, David Edwards, Amber Lenhart, Jill Yotz, Tyler Tamoush

Historic Landmarks Commission:

Jill-Lynn Nunemaker - Chair, Kenneth "Mac" McCandless - Co-Vice Chair, Cole Taylor - Co-Vice Chair
Timothy Dickerson, Donna Punihaole, Dana Bronson, Elizabeth Wood, Chris Noll, Nicholas Reynolds, Tom Sawyer, Dawn Wynne

Cannon Hill Park Historic District
Design Standards & Guidelines
Summary

The Spokane Historic Preservation Office and Historic Landmarks Commission will use the decision-making frameworks used throughout the United States and locally to assess proposed changes to the exteriors of properties in this historic district. These Design Standards & Guidelines expand on the philosophy stated in the Secretary of Interior's Standards for Rehabilitation and interpret those standards as commonly used for properties listed in the Spokane Historic Register. In many ways, these guidelines recognize and further the type of property stewardship that has long existed in the district.

These guidelines have four important sections:

Explaining Design Review. Chapters 1-3 present the goals, benefits and process involved with design review. They introduce the Certificate of Appropriateness which documents the approval of proposed work on the exterior of buildings.

Guidelines for exterior changes. Listing in the Spokane Historic Register involves a commitment to maintain the historic character of the contributing buildings in the district. This involves a review and approval process for proposed changes to the residences in the district, particularly the street-facing exteriors. The guidelines allow for considerable latitude in making changes on the rear of properties, including the construction of accessory dwelling units.

Criteria for Demolition. A very high percentage of the properties in this district – 94% -- are considered contributing to its historic significance. The Spokane City ordinance allows for the review and avoidance of the demolition of contributing properties and provides specific criteria to consider.

Guidelines for New Construction. These guidelines guide the proponents of new buildings as to how they must be designed to fit into – or be compatible with – the historic streetscapes of the district. The evaluation system that will be used incentivizes the compatibility of the scale of new construction overall, the existing scale of houses to lot sizes, and maintaining the setback and distances between houses.

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CHAPTER 1: INTRODUCTION

This document constitutes the Design Standards & Guidelines for the Cannon Hill Park Historic District. It is based on the Secretary of Interior's Standards for Rehabilitation which is the approach used to review any work done on the exterior of the property within a Spokane Historic District.

Purposes of the Spokane Historic Preservation Program

The City of Spokane (City) recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane by preserving our City's history and unique culture. The City recognizes, protects, enhances and preserves those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity.

The intent of these efforts is to keep historic buildings in use and the historic character intact through listing on the Spokane Register of Historic Places; incentivize rehabilitation; and review changes to historic properties, as well as demolition and new construction.

Spokane Register of Historic Places

The Spokane Register of Historic Places is our official list of properties that have been designated as significant contributors to the historical development of Spokane. The Register was established by ordinance in both the City and County of Spokane in 1981 and 1982, respectively. These ordinances make the City/County Historic Landmarks Commission (SHLC) responsible for the stewardship of historically and architecturally significant properties.

Eligibility for the Spokane Register is determined by at least one of the following categories:

A. Category A: Those structures that are associated with events that have made a significant contribution to the broad patterns of our local history; or
B. Category B: That are associated with the lives of persons significant in our past; or
C. Category C: That embody the distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
D. Category D: That have yielded, or may be likely to yield, information important to prehistory or history; or
E. Category E: That represent the culture and heritage of the City of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence or for cultural practices.

An additional eligibility requirement is that the property is 50 years of age or older or have "exceptionally significant" qualities despite their age.

Nominations to the Spokane Register must be accompanied by owner consent. All property types listed in the Spokane Register are subject to design review.

Spokane Register Historic Districts

Historic Districts are one of the property types that can be listed on the Spokane Register. Historic districts are generally areas of the city that residents clearly see represent a time and place of the past due to a concentration of buildings of the same type or from the same time period. Most districts have similar buildings forming consistent streetscapes and commercial buildings or houses built during a time period recognized as a "period of significance." This time period can vary in length from a few years to decades. The nomination document for the Cannon Hill Park Historic District explains its history and period of significance. Construction and major exterior changes within Historic Districts are reviewed by the Spokane Historic Preservation Office (HPO) and sometimes the Spokane Historic Landmarks Commission (SHLC).

The Cannon Hill Park Historic District

The Cannon Hill Park Historic District (CHPHD) is recognized under Category A, as representative of Spokane's history of city planning and development of a designed residential landscape. This designation emphasizes the platted addition as a designed landscape intended to provide a park-like residential setting surrounding Cannon Hill Park and connecting to Manito Park and the W. 21st Avenue boulevard. The character of the entire neighborhood – established by both the buildings and the landscape – is the historic component the designation protects. The properties in Spokane Register Historic Districts are categorized as either "contributing" or "non-contributing" to the significance established in the nomination document.

Since the experience of landscape rather than architectural significance is the historic character the designation of the CHPHD protects, this district uses a streamlined evaluation of these categories. 180 of the 184 buildings erected during the period of significance,1909-1958, are contributing. Four buildings constructed prior to 1958 are non-contributing because they were extensively remodeled. There are a total of 11 non-contributing residences in the district. Indeed, these Design Standards & Guidelines propose to continue the rehabilitation and adaptation of residential properties that has occurred to date.

The most important historic character element of this district is the landscape established by the efforts of Arthur D. Jones & Co. Some of this landscape will remain unchanged: the grading around Cannon Hill Park and the street pattern that differs from the standard grid. Other aspects of it – the historic mature tree shade canopy and the consistent presence of tree-lawn trees that shade sidewalks and streets – is more ephemeral. As in all landscapes, vegetation grows, ages, and eventually reaches the end of its life. Nevertheless, the ideal established for the residential neighborhood can continue to inspire renewal of the vegetation in the cultural landscape. The houses in the landscape and the established patterns of their siting on lots and streetscapes, contribute importantly to this landscape.

Two components of the landscape exist in the public right-of-way and are owned by the city: the city park and planted center portion of the 21st Avenue boulevard. They do not come under the jurisdiction of historic district design review.

Cannon Hill Park Historic Character Summary

The CHPHD is a carefully designed and developer-shaped residential landscape with a park-like setting established in 1909-1910. Platted for residential use only, amid a glut of new plats citywide, this neighborhood went on the market near the end of the heyday of growth, and the district developed slowly over several decades.

Varied residential building types and styles contribute to the vision promoted for the CHPHD with houses of various sizes. The prolonged development of houses results in a continuum of residential designs, scaled to their lots with none dominating a portion of the streetscape. Early and mid-20th century housing dominates the streetscapes. The result of this long period of building out of the district is a balance of continuity and continuum as the landscape elements matured and houses appeared in the landscape.

Key historic characteristics of the district include:

- Dominance of the park-like setting established in 1909-1910 that includes the canopy of street trees providing extensive shade; and blocks and streets that diverge from a regular grid;
- Dwellings set back uniformly within residential landscaping with a variety of vegetation;
- Residential buildings scaled to lot size and similar in the extent of stylistic expression dating from 1909 to 1958;
- The design of each house representing its time of construction; and
- The addition of residential amenities over time, including swimming pools, landscape hardscape, playground features, and gardens.

The CHPHD nomination document includes additional information about the historic landscape character.

Stewarding the Residential Landscape

The continued stewardship of the CHPHD includes several components: avoiding demolition, maintaining the historic character of contributing houses through implementing rehabilitation guidelines and compatible new construction, should that occur.

Demolition Review

The presence of historic, contributing buildings is as important when a district is recognized for its historic significance under Category A as when Category C, architectural significance, is the reason for designation.

The HPO uses a set of demolition review criteria when a property owner proposes building demolition. The review criteria are explained in Chapter 14.

Contributing Residences

Individual residential properties comprise the streetscapes that are the building blocks of the landscape. Recognition of a historic district includes a commitment to retaining historic elements of contributing properties. These standards guide homeowners in maintaining that condition. Changes to residential properties are accommodated when they are located on the least publicly visible portion of properties and when they do not dominate the property or streetscapes. While residential landscaping contributes significantly to the park-like setting of the district, vegetation is not included in design review.

Non-Contributing Residences

Proposed changes to non-contributing buildings are acceptable if they do not introduce elements that are visually intrusive. Non-contributing properties are still subject to a Certificate of Appropriateness, however, these changes are most likely to be reviewed by Historic Preservation staff rather than the full Spokane Historic Landmarks Commission.

New Construction

The existing dwellings in the CHPHD establish the pattern of a continuum of residential design and the use of materials traditionally associated with residential construction. New construction should maintain the street-orientation of contributing properties and continue the pattern of front and side lawns and vegetation. Certain types of urban residences, such as structures built along the front sidewalk, have no precedents in the district and would not be compatible with the established streetscapes.

CHAPTER 2: USING THESE STANDARDS & GUIDELINES

The overall goal of these CHPHD Historic District Standards and Design Standards & Guidelines is to maintain the historic character of the designed landscape. The Historic Preservation Office (HPO) administers these standards and guidelines as part of the approval process for issuing a Certificate of Appropriateness (COA) for exterior projects.

In particular, the guidelines should be used to:

- Continue maintenance of existing district homes and avoiding demolition.
- Make design decisions that reinforce rather than diminish the vibrant and varied character of the neighborhood.
- Plan work that meets the spirit of rehabilitation and maintains historic materials and design elements.
- Plan maintenance and repair work that prolongs the life of historic elements.
- Plan improvements so that they remain contributing to and compatible within the district and meet current needs.
- Plan the design of new residences so they are compatible with the historic streetscapes.

This document uses terms and statements that indicate which projects are likely or not likely to be approved.

- Recognize: conveys approaches to understanding and keeping historic character.
- Plan, Locate, Position, Design: use this guidance for work that is likely to be approved.
- Keep, Retain, Maintain: do not remove historic character features and materials.
- Repair, Replicate, Replace: if necessary, take such action.
- Avoid: unlikely to be approved.

Certificate of Appropriateness (COA)

Under the provisions of the Spokane Municipal Code 17D.100, the Spokane Historic Landmarks Commission (SHLC), through the HPO, is directed to issue Certificates of Appropriateness (COA). The HPO, and possibly the SHLC, completes a “design review” for a COA in utilizing this Design Standards & Guideline document. A chart showing common types of proposed work and the requirement for a COA is included in Appendix 2.

Certificates of Appropriateness (COAs) are required for:

- Any work that affects the exterior of a contributing property
- Street-facing exterior of a non-contributing property
- New construction and additions
- Demolition

The Certificate of Appropriateness (COA) documents both the application for and the approval of proposed work on a property. A COA states that the nature of the work is appropriate; it complies with historic district standards and guidelines.

- A COA must be received before a City building permit can be issued.
- A COA must be issued before work is started.
- A COA must cover all proposed work.
- A COA approves specific materials and work, which will be specified on the document and through associated plans and documents.

Some work that affects the historic character does not require a City building permit but may need a COA.

This type of work includes:

- Installing a front door
- Installing new porch railings
- Replacing historic features with replicas in composite materials

Tips for Receiving a COA

1. Review the Cannon Hill Park Historic District Standards and Guidelines applicable to your project.
2. Understand the intent to maintain historic character and to avoid visible exterior remodeling.
3. Plan a project with reference to the standards and guidelines.
4. Consult with the HPO to clarify questions and be prepared to supply material samples if requested.
5. Start work only after receipt of a COA and/or building permit.
6. Post the COA with other permits.
7. If the project must be modified, consult with the HPO to see if a revised COA is needed.

When is a Certificate of Appropriateness (COA) Needed?

Note: This is not an exhaustive list. Please see the appropriate sections of this document for more detail. See Appendix 2 for the COA Requirements.

When in doubt, contact the Historic Preservation Office to confirm if Design Review and a COA is necessary.

- Changes affecting visible and semi-visible exterior of contributing homes (see below regarding “Visibility”)
- Changes affecting façade of non-contributing homes
- Paint non-painted exterior materials (such as brick or stone)
- Replace front door
- Replace windows
- Replace roof
- Install solar panels
- Replace siding
- Install fence in front yard or highly visible areas
- Construct addition
- Construct or replace porch
- Remove any features, including historic landscape features (e.g. stone retaining walls)

No Certificate of Appropriateness Needed

- Interior work
- Work considered to be maintenance
- Install vegetation
- Re-paint already painted exterior materials
- Install new sidewalk
- Install sculpture, fountain, small artistic elements to the yard
- Install porch lighting and fans
- Install exterior lighting fixtures
- Changes affecting minimally visible exteriors of contributing homes considered to be private (see Figure 1: Levels of Visibility)
- Changes to or construction of accessory dwelling units (ADUs) or garages if not street facing and not attached to the residence

Maintenance

Property owners are encouraged to maintain buildings in good condition and can do such work without applying for a COA, even if the work may require a City building permit.

- Tuck-pointing masonry
- Repair or replacement of gutters or downspouts
- Painting wood or metal elements and previously painted masonry
- Repair, but not total replacement, of existing retaining walls, fences, steps, stoops, porches, decks or awnings
- Repair or replacement of a flat roof that cannot be seen from the street.

The following work is NOT considered to be maintenance and would require a COA:

- Installing new materials to conceal damage, such as using coil stock to cover deteriorated trim elements
- Extending or constructing new exterior elements.

Enforcement and Violations

The Historic Preservation Office will issue a Stop Work Order when it becomes aware of (major) work being undertaken without a Certificate of Appropriateness. At that time, the property owner must submit an application for a COA. The HPO will issue a Violation Notice when it becomes aware of (major) work completed without a COA – even if the work meets these Design Standards & Guidelines. At that time, the property owner must submit an application for a COA.

CHAPTER 3: I WANT TO UNDERSTAND MORE

Design Review as a City Function

In reviewing proposed work for COAs, the SHLC is mandated to use prescribed standards based upon the Secretary of Interior's Standards (SMC 17D.100.210.D-6). For CHPHD reviews, SHLC will use as its "Standards" as the framework established in this Design Standards & Guidelines document. In the event of new construction the SHLC will use the New Construction Guidelines in this document..

The guidelines that follow will provide additional guidance for property owner decision making, as well as for HPO and SHLC when issuing COAs.

How These Guidelines Will be Used

These guidelines have been adopted as part of a City Ordinance establishing the Cannon Hill Park Historic District. The SHLC has long used the Secretary of the Interior's Standards for Rehabilitation for reviewing projects and issuing COAs. The guidelines in this document are intended to help expand and further articulate how the SHLC will use the standards when reviewing properties for COAs in the CHPHD.

The Historic Preservation Office (HPO) will apply the guidelines to COA applications for the 180 contributing residences in the district. and, as noted, portions of them apply to the 11 non-contributing properties.

The HPO will apply the framework of these Design Standards & Guidelines to review work that occurs on the street facing façade of the non-contributing building.

The SHLC and HPO staff are directed, under Section 17D.100 of the Municipal Code, to review the proposed demolition of properties within the boundaries of Spokane Register Historic Districts. The code provides criteria for consideration and this document provides additional factors to be considered in demolition review within the Cannon Hill Park Historic District.

The SHLC reviews all new construction in Spokane Register Historic Districts based on the standards presented in these guidelines. While there are few opportunities for new construction, each project is expected to be highly compatible, based on these guidelines, and thus blend into the residential landscape.

The SHLC recommends each district's design standards and guidelines to the City Council for adoption and then interprets and applies them in a fair and consistent manner. The SHLC is committed to use them with flexibility and to make defensible judgments when reviewing applications in order to arrive at solutions that are appropriate for each individual instance. The SHLC has the opportunity and responsibility to consider exceptions to the standards. The SHLC holds the position that an approval of a proposal is property- specific and that it is not establishing precedent when it approves an alternative solution for meeting the intent of rehabilitation.

When work is reviewed

The property owner, and/or agent, is the only person who may propose work on buildings in the historic district. Historic District designation is not a basis for the City of Spokane Historic Preservation Office, Building Inspector, or neighborhood residents to ask or demand that an owner undertake work on a historic property.

Key Terms and Definitions

Historic Character

This term is used to refer to the district as an entity, as well as each property within it, as it contributes to the historic character of the CHPHD Historic District. This character is established by numerous small elements that convey authenticity, use of materials, building designs and adaptation to changing residential patterns. Together they establish a sense of place – a place different from other neighborhoods in Spokane and other cities.

Rehabilitation

Rehabilitation is a broad type of work that maintains and prepares a building for future use while maintaining its historic character. Work often incorporates updating interior components, correction of deferred maintenance, and making small changes that increase the functionality and amenities of the property. Rehabilitation is a flexible and functional approach to work on contributing properties and provides the framework for these guidelines.

Visibility

Visibility is considered carefully in historic districts in terms of maintaining visual historic character.

Highly Visible: Elements that are visible and easily seen from the sidewalk are highly visible. Highly visible elements establish character and distinguish one building from another. They are on street-facing façades and the front portion of side facades when there is a generous side yard.

Minimally Visible: Elements that are technically visible – but seen from oblique angles or at a distance from the sidewalk – are minimally visible and do not affect the historic character of a property or the district. Often one cannot determine the material or details of minimally visible elements. For these reasons, replacement materials and minor changes are appropriate when minimally visible. Minimally visible locations overlap with the private portion of a residential property.

Private: Areas behind the house and to the rear of the sides that are difficult or impossible to see from the street. For corner properties, there is usually one obvious “rear” side of the building. Even though it is visible from the street, this portion of the building and its yard is considered to be a private portion of the property. Home owners are free to make changes within private areas without using the historic district Design Standards & Guidelines.

Visually Intrusive: Some elements are visually intrusive because they call undue attention to themselves, seem obviously added to a property, change the emphasis of the visible character, or dominate views of buildings and streetscapes. One of the goals of these guidelines is to avoid the addition of visually intrusive elements in the district.

The following figure provides a visual example of the two levels of visibility to be used when planning stewardship projects.

Figure 1: Levels of Visibility

KEY: Highly Visible Minimally Visible Private

Using the Special Valuation Program

The Special Valuation Program is an important benefit of rehabilitating a contributing property in the Cannon Hill Park Historic District. The program provides a means to reduce property taxes for 10 years after rehabilitation work has been completed.

Carefully review the information at http://www.historicspokane.org/incentives and contact the Spokane Historic Preservation Office if you are interested in using this program.

Program Basics

- Approved rehabilitation costs of a contributing property in the district are deducted from the property's assessed value, reducing its property taxes for ten years. This tax reduction begins two years after approval of a Special Valuation application.
- Rehabilitation costs must total 25% or more of the assessed value of the structure (not the land) prior to rehabilitation.
- Work must be completed within the 24-month period prior to application to the County Assessor's Office. For instance, if an application were submitted in March of 2025, the two year period would be from March 1, 2023 through March 31, 2025.

Other Benefits for Contributing Properties

- Façade Improvement Grants: The HPO administers a grant program to provide up to $5000 in matching funds for the improvement of the street-facing façades of contributing properties in historic districts.
- Non-Conforming Uses: The owner of a contributing property may request a permit from the Hearing Examiner for a non-conforming use.
- Building Code Relief: Local building code enforcement officers may grant relief from the City building code requirements that affect historic features of a building such as railing heights on a historic porch.

Historic Building Rehabilitation

The following Secretary of the Interior's Standards for Rehabilitation are the widely accepted philosophy for the rehabilitation of buildings. Understanding the Standards, and associated guidance from the National Park Service, is especially critical for homeowners planning to use the Special Valuation Program.

Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

CHAPTER 4: CONTRIBUTING - EXTERIORS

Goals

- Retain historic materials, when present, particularly those in highly visible locations.
- Repair and replace only damaged or deteriorated elements, as their condition is often varied due to location and exposure.
- Keep protective coatings – paint and stain – intact and use caulking to keep water out.
- Avoid applying “technical fixes” or waterproofing coatings and masonry paint due to problems they can introduce instead repair and maintain using traditional techniques.
- Avoid remodeling a building by replacing exterior wall materials with other kinds of materials and/or using incompatible finishes.
- Replace materials if historic material cannot be retained and repaired. Use a material that appears to be historic. This means a paintable siding (vinyl siding is not paintable) for wood siding and finished materials in general.

Historic Character Features

- Above-grade foundation materials – basalt, granite or concrete – that convey times of construction and styles of buildings.
- Exterior wall materials that convey architectural style.
- Stone and brick masonry.
- Exterior portions of chimneys, both form and material.

Walls

- Maintain historic character through exposed, well maintained materials in highly-visible locations.
- Avoid coating of foundation materials rather than repairing and maintaining them.
- Repair and replace only damaged areas of exterior siding materials.
- Retain historic character of exterior elements, including chimneys.
- Use appropriate replacement materials
- Avoid obviously imitative and substitutes used after the building was constructed.
- Avoid installation of intrusive elements.

Foundations

- Maintain mortar to protect stone foundations.
- Repoint foundations as needed with mortar appropriate for that location and replicating the style, texture and color of the historic mortar.
- Maintain concrete foundations in their original condition and unpainted.
- Address problems before applying a parging coat, if necessary, to a concrete foundation, and maintain the natural concrete color and texture to replicate its original character.
- Avoid applying parging coats or swaths of mortar over masonry rather than repairing brick and stone.
- Avoid introducing non-traditional stone and brick colors to foundations through parging and painting.
- Maintain historic materials unconcealed and repaired on the façade of the building.
- Replace materials in poor condition or already replaced on side and rear elevations.

Raised foundation/basement features

- Maintain window openings and sash in raised basements.
- Avoid use of glass block in basement windows on public, highly-visible facades.
- Add egress windows at minimally visible locations.
- Design basement access stairs to be unobtrusive.
- Avoid regrading to create a walk-out basement in a visible location.
- Maintain window openings; install grilles or block from the interior.

- Address safety and egress issues with windows, doors and stairs where needed with minimum visibility.

Exterior Wall Materials

Non-Masonry

- Maintain exterior wall materials including trim elements: corner boards, fascia boards, trim pieces.
- Repair damaged sections in-kind by replicating the dimensions, material and finish of the historic element.
- Consider in-kind replacement materials, if necessary.
- Replicate the dimensions, design and finish of materials and reveal: how much you can see – of wood siding and shingles.
- Consider replicating the material, particularly at highly visible and eye-level locations, where it is easy to see what the material is.
- Consider non-historic materials if they replicate dimensions and finish of the historic materials and, for wood alternatives, they can be painted.
- Select materials that do not attempt to imitate wood grain, as wood grain is usually concealed with finishes when applied to the exterior of buildings.
- Install replacement materials to maintain the same relationship to window frames and other trim elements to avoid non-historic appearing flat facades. This may require the removal of existing materials.
- Use non-historic paintable materials to replicate wood siding in less visible areas.

Masonry

- Plan repointing projects to replicate the mortar in kind and not change the character of the masonry.
- Use recommended mortar type for type of material and exposure.
- Avoid eye-catching repointing using poorly matched mortar.
- Employ experienced masons who can prepare joints, match and mix mortar, and replicate the style of mortar placement.
- Maintain historic stucco and avoid repairs with non-stucco materials such as caulking.
- Avoid replacing stucco with imitative layered material that required seams.
- Replicate texture when repairing sections of stucco.

Figure 2:This residence displays three exterior materials above a stone foundation: lapped siding on the first story, board-and-batten siding on the second story, and half timbering at the attic level.
634 W 21st Avenue

Masonry Basics

- Masonry consists of solid units – brick, stone, or terra cotta – and mortar that joins the units.
- Mortar is both a technical and design element of a masonry wall.

- Mortar is the weaker, more porous component and allows moisture to move out of the building.
- The color, texture, and placement, the style of the mortar, are part of the historic character of masonry.
- Stucco is also considered a masonry material as it is a mixture of water, sand, lime, and Portland cement that is applied wet to a backing and dries in place.
- Portland cement mortar is not appropriate for historic masonry elements because it is too hard and may damage the structure over time.

Refer to Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings for technical guidance

Chimneys

- Recognize that exterior chimneys are historic character features of exterior walls.
- Maintain materials of exterior chimneys as other masonry elements, exposed and in good condition.
- Remove a chimney below roof height if it is in a non- or minimally-visible location, in poor condition and not needed for a furnace.

Half-Timbering

- Recognize half-timbered walls as assemblies of wood boards embedded into stucco areas that may require frequent maintenance.
- Maintain the historic pattern and dimensions of wood elements and perhaps uneven surface.
- Use paint to maintain the pattern of different materials and textures rather than one color of paint.
- Maintain historic texture and color of stucco.
- Replicate if necessary, in paintable materials, design, dimensions, color and finish.

Figure 3: This bungalow displays half-timbering on the gable face and cedar-shingles on the dormer walls.
703 W 20th Avenue

Non-Historic and Replacement Materials

- Avoid installation of non-historic materials that would be considered remodeling.
- Avoid redesigning by installing different historic materials that might have been used.
- Avoid using replacement materials that attempt to imitate traditional ones and that have non-traditional textures.
- Use materials that can be sized to replicate historic dimensions and that can be painted.
- Select materials for the public, highly-visible façade and all visible and minimally-visible facades that are not vinyl or applied in the manner that vinyl siding is applied with moldings that keep the siding in place.
- Use the closest available replacement material applied in a similar manner to historic material. For example, cement board siding applied horizontally to recreate horizontal wood siding.
- Use replacement materials on minimally-visible locations while maintaining historic ones on the highly visible portions; use paint to minimize differences.
- Avoid remodeling or updating through exterior material choices.

Other Exterior Elements

- Recognize that small elements attached to walls, such as lighting fixtures, may not be historic features but can be intrusive if not traditional in design and materials.
- Mount lighting fixtures in ways that limit damage to exterior wall material.
- Use traditional gutters and downspouts to convey water from the roof.
- Locate downspouts in their original locations or around the corner from the street-facing façade on the side wall.
- Use traditional lighting elements in visible locations and modern fixtures in less visible locations.

Figure 4: This bungalow has rough-textured clinker brick on the first story and stucco walls on the second.

Figure 5: This bungalow is clad with cedar shingles above a cut-stone foundation.
457 Shoshone Place

CHAPTER 5: CONTRIBUTING - ROOFS

Goals

- Maintain the historic character features of the original roof form and materials.
- Avoid remodeling buildings with the use of roof materials different from those of the original.
- Preserve the historic character of chimneys.
- Retain historic character of smaller roof elements, including exposed rafters and purlins, braces, cornices, and treatment of overhanging eaves.
- Avoid installation of intrusive roof elements such as skylights in highly visible areas.

Historic Character Features

- Roof shape, pitch and materials reflect the building type, and time of construction
- Complex roof forms generally are covered with one consistent roof material.
- Chimneys often have design features: corbeling, panels and decorative “chimney pots.”
- Recognize that some chimneys that rise from the roof are historic character features.
- Parapets edging flat roofs often have elements conveying the style of the building.
- Refer to Preservation Brief 4: Roofing for Historic Buildings

Roofs

- When possible, retain the historic materials, particularly those on highly visible locations.
- Repair and replace only damaged elements of unusual roofing materials, including clay tile, metal, and slate.
- Maintain and repair roof edging and eave elements and replace missing elements in-kind.
- When repair and limited reconstruction is necessary, re-create the form, height, corbeling, paneling and other character features of roof chimneys.

Figure 6: This Mission-Revival cottage with stucco walls has a complex gabled roofline cad with clay tile.
606 W 20th Avenue

- Avoid remodeling residences with the installation of novelty or brightly colored roof coverings.
- Plan to use Architectural Shingles with more depth and texture similar to historic wood and slate shingles on roofs with large expanses of roof that are part of the character of the house if those materials were used historically.
- Plan to use conventional asphalt shingles in a neutral color on roofs whose surfaces are not important design elements.
- Treat standard chimneys in minimally visible locations as important functional elements and maintain in good condition.
- Maintain materials of chimneys as other masonry elements, exposed and in good condition.

Eaves of Sloped Roofs

- Retain all combined functional and ornamental elements of the eaves area: the underside of overhanging roofs, exposed rafter tails and purlin ends, brackets, assembly of trim boards called an entablature, and projecting elements

as components of architectural style and historic character features.
- Avoid concealing deteriorated elements with thin sheet metal called “panning” or aluminum stock coil material. Instead, address deteriorated material and the cause of deterioration.
- Use existing elements as the sources for replacing missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the second story and above.
- Avoid redesigning architectural elements in these areas with the use of mass-produced elements that are not near replicas to historic elements.

Cornices

- Retain projecting cornices and all of their elements as important components of architectural style.
- Use existing elements as the sources for replacing missing elements in design, dimensions, and material, although cast composite elements might be appropriate to use at the second story and above.

Existing Dormers

- Retain visible components of dormers: walls, windows, small architectural elements and roofing as historic character.
- Retain dormer eave design
- Retain any special windows in dormers.
- Retain contrasting wall material for dormer walls, if present in the historic building, and avoid applying roofing materials to dormer walls.
- Retain dormer roof shape .
- Follow guidance for window replacement standards for dormer windows.
- Discuss whether dormer windows above the second story may be classified as not highly visible, depending on the distance from the street.
- Consider dormer windows in non-street-facing facades as minimally-visible or not-visible.
- Select dormer windows for conversion to egress points in least visible areas of the building and make minimal changes needed for egress.

Figure 7: This English/Craftsman residence has several gabled roofs, including a roof dormer and porch steps roof, with angled brackets at the wide eaves.
2015 S. Oneida Place

New Dormers

- Plan to add new dormers to the uppermost story in non visible and minimally-visible areas.
- Avoid planning new dormers for street-facing, highly visible roof slopes.
- Select dormer siding and roofing materials to allow them to blend in with the historic elements of the house.
- Select window shapes and configurations that are traditionally used in dormers and that fill most of the dormer outward-facing wall.

CHAPTER 6: CONTRIBUTING - PORCHES AND ENTRANCES

Goals

- Maintain all intact historic porches and entrances as they are historic character features.
- Consider recreating as open porches those that have been removed or enclosed, as open porches were common in the district.
- Maintain historic materials at this highly-visible portion of houses.
- Avoid the remodeling of entrances and porches by removing them, enclosing them, or adding them where they did not historically exist.
- Porches have a standard set of features that determine their character and should not be altered:
    - Depth, width and height of the covered area
    - Location of steps
    - Foundation material supporting the floor
    - Elements between the floor and the roof: posts and railings
    - Porch roof shape and material
- Use traditional porch materials for the type and style of the house when replacing a porch
- Design the scale of the porch appropriately for the house and consider sheltering the entrance.

Historic Character Features

The entrance to a residential property is always a historic character feature. It establishes or reinforces the style of the building and often uses high-quality materials that are experienced at and near eye level.

The entrance sequence for single-family houses in the CHPHD often includes a porch and an entrance.

- The porch, like a stoop, provides physical access to the entrance. Porch features include the design and materials of: steps, foundation, floor, balustrades, posts or columns; frieze below porch roof edge; and porch roof shape and materials.
- The entrance is where one enters the house. Entrance features include: surround (framing) design and materials; side and upper windows design and materials, and door design and materials.
- Porch railings were common in some porch designs and were omitted in others. Historic porch railings were lower than modern, prefabricated ones that are often 36” in height.
- Wood porch elements are often original character-defining features but are also exposed to the elements. When maintenance has been intermittent, changes throughout CHPHD have included replacement with masonry, other wood elements, boxed-in square columns, or columns of composite materials.
- Porch railings historically were wood, stone or cast stone, and porch walls at railing height were brick or stone.

Figure 8: This bungalow porch has brick knee walls framing steps and serving as closed balustrade walls. Square wood posts support a lintel with a decorative dentil course. Brackets support the overhanging eaves of the porch roof. The wide door flanked by narrow windows is the entrance.

Porches

Refer to Preservation Brief 45: Preserving Historic Wooden Porches

- Retain the historic components and materials of a porch, when present, if possible.
- Repair and replace only very deteriorated and damaged elements, retaining historic material when possible as condition is often varied due to location and exposure.
- Keep porch elements' protective coatings – paint and stain – intact and use caulking to keep water out.

Figure 9: This full-façade porch has full-height octagonal columns supporting its shed roof. Brackets at the eaves and a shallow shed-roof to deflect rain from the upper level windows with original sash.

- Avoid the permanent installation of vinyl panels – solid or with clear panels – to enclose a porch unless the panels can be rolled and stored in a not-visible position

Porch Railing

- Substitute materials may be acceptable in porch railings if the dimensions and design are appropriate for the building.
- Maintain the original design of porch railings as they were integral to the porch design.
- Consider using cast stone porch balusters to replace deteriorated stone balusters of similar design and the same dimensions.
- Porch Railing Building Code Requirements: When the porch floor is less than 30” above grade, there is no requirement for a handrail or a handrail of a specific height.
- If a handrail is required, consider how to maintain historic handrail height and add an additional, little-noticed railing above it to meet code requirements or contact the SHPO to see if code relief may be obtained.
- Avoid taller porch railings as they alter the proportions of the design (unless required by code).
- Delay purchasing mass-produced railings and columns until after the issuance of a Certificate of Appropriateness.
- Consider using composite materials to replace wood porch railings if they will receive paint.

Recreating a Porch

- Use Historic Sanborn Fire Insurance maps that show the size of historic porches.
- Recreate a porch floor at its original height, if it has been removed, by using evidence on the building
- Copy a porch design from a nearby house that has the same style and size of porch.
- Use available millwork components or brick masonry to complete a simplified version of a porch appropriate for, and of the same size as, the historic porch.
- Create a porch space of historic size with neutral, unobtrusive components with the emphasis on recreating the porch space.
- Try to use tongue-and-groove flooring to help a recreated porch to complement the historic house.
- Be restrained with the use of millwork on a new porch as it will all have to be painted.

Porch Floor and Steps

- Maintain traditional material in place for porch steps: stone, brick and concrete.

- Replace irreparable stone steps in kind or with neutral concrete steps.
- Maintain the historic configuration of steps.
- Maintain the handrail location or add handrails at the sides of steps.
- Maintain a slight slope of porch floors for water runoff.
- Replace partial or entire individual pieces of tongue-and groove porch flooring as needed and maintain as much historic material as possible.
- Keep the wood floor and steps painted and use sand in paint or non-slip material on steps.
- Keep concrete flooring uncoated to avoid trapping moisture under waterproof coatings.

Porch Posts

- Repair wood porch posts or columns with small wood Dutchmen repairs and use epoxy to strengthen wood and keep painted.
- Select replacement posts or columns to replicate height, use of bases and caps, as well as form and style of original posts, if possible.
- Masonry posts and post bases
    - Keep original materials in place and repoint as needed.
    - Maintain original aesthetic and technical components of mortar.
    - Keep masonry unpainted to maintain and expose historic character materials in highly visible areas.

Porch Ceiling

- Keep wood ceilings, often tongue-and-groove, painted or varnished.
- Maintain moldings and decorative trim elements at ceiling and entablature areas to keep historic materials exposed near eye level.
- Avoid installing overlay materials (metal or vinyl) that conceal historic materials and trap moisture.

Porch Amenities

Porch lighting, porch swings and fans do not require review or a Certificate of Appropriateness.

Sun Porches and Second-Story Sleeping Porches

- Retain the traditional design of sun porches that have windows that are entire or partial window walls: use sash of one size; use a combination of operable and fixed units if desired; and avoid calling undue attention to the area.
- Retain the original design of sleeping porches on second stories that usually have consistent windows filling the upper walls above a low solid wall.
- Consider retaining portions of porches enclosed with windows as sun porches as an historic alteration.
- Select replacement windows for sun and sleeping porches that are appropriate for the style of the house and nature of the porch, using the Windows section of this document.

Entrances

Remember that you need a building permit and a COA for replacing a front door and jamb.

- Keep all entrance elements rather than remove some, or add some, for a door of a different size.
- Select storm and screen doors to be appropriate for the style and age of the house and door.
- Retain all historic elements of an entrance – framing and decorative components, windows if any, and door – as historic character features.
- Retain historic doors, refinished if necessary, and re-glazed with clear glass if necessary.
- Retain decorative narrow side windows and transom or fan windows above doors as the framing, size, and decorative glazing are difficult to replicate.
- Avoid new doors of a different style than the originals. Select a replacement door, if needed, in the appropriate

style and with the appropriate extent of glazing for the age and style of the building.

- Avoid mass-produced or pre-hung door that cannot be used in historic opening sizes.
- Avoid removal of decorative wood framing elements and side windows.
- Avoid use of glass blocks in an entrance assembly to replace window sash.

Figure 11: This Colonial Revival cottage has an entrance surround and inset front door approached by a two-step stoop. W 21st Ave

Figure 10: A portion of the concrete stoop of this brick English cottage is sheltered by a gable-roofed exterior vestibule. The arch of the door is echoed in the arch of the vestibule form. W 21st Ave

Figure 12: A roofed section of the driveway – a porte cochere – completes the entrance components of this bungalow. Stairs to the porch rise from the driveway as well as the front walk. Shoshone Place

Figure 13: "View balconies" at the second-story levels of English/Craftsman residences and bungalows are another type of porch-like element in the district. Usually shallow, and perhaps recessed as this one is, these features had a balustrade and were accessed by doors from the interior. W 20th Avenue

CHAPTER 7: CONTRIBUTING - WINDOWS

Goals

- Maintain the historic character of all windows in contributing buildings, particularly those in the special window category due to their distinct historic design and materials.
- Avoid diminishing historic character and authenticity through the use of non-traditional window materials and windows of the wrong size for the opening.
- Maintain building fenestration, pattern of windows, with no additions or subtractions, except in minimally-visible and private locations.
- Recognize that windows are one of the most important architectural features of a building and are a character element.
- Avoid replacing windows for energy conservation, as that is not necessary to control heat loss and there are other, more effective means to control heat loss.
- Recognize that windows are experienced from the interior and exterior of the buildings and are a quality-of-life factor
- There are a range of options for addressing poorly functioning windows and while retain and repair is an ideal option, it may not be the solution that some property owners face.
- Maintaining and repairing historic windows on highly visible locations and using other windows on less visible locations is an option.
- All special windows in these locations will be retained and repaired.
- Replacement windows on the facade must meet a majority of these conditions: no change to window opening size; historic material, and historic operation (double-hung, casement)

Historic Character Features

- Historic windows have several characteristics:
    - Windows are openings of particular size and orientation vertically or horizontally.
    - Window openings have frames that hold the sash in position and moldings that conceal the joints between sash and siding.
    - Frames have dimensions relating to the size of the opening and operation of the sash.
    - Moldings, including wood “brick molding,” have profiles that add shadows, depth, and interest to historic façades.
- The window sash itself has various characteristics:
    - Material
    - Dimensions and amount of glazing
    - Configuration (number of sash in an opening and divisions in the glass)
    - Operation: hung, casement, fixed, awning

Window Terminology

Special window: units that have decorative muntin patterns; leaded glass; etched, opaque and colored glass; curved glass.

Standard window: units that are common, basic glass held in a simple wood frame.

Muntins: narrow strips of wood that hold small panes of glass that may be decorative or simple.

Mullions: wider divisions, usually wood, that separate each sash in a grouped sash assembly.

Light: the pane of glass held by muntins that are often counted to describe windows, as in “one-over-one” or “six-over-one”

Operation: refers to various ways to open windows, as in sliding up a hung sash, pushing casement sash out to the side, and pushing out a lever to open awning sash.

Historic Window Design

- Windows are divided into small sections of panes – lights – by wood or metal muntins.
- Specific patterns of muntins are closely aligned with some architectural styles and are hence design elements.
- Windows with decorative muntin designs are “special windows” and should be maintained as they are difficult and expensive to replicate.
- Muntins provide depth of profiles and shadow lines: historic character.
- Simulated divided lights with snap-in or sandwiched grids do not replicate historic character.

Figure 14: The historic windows with grouped windows separated by mullions and small panes defined by narrow muntins further the Colonial-Revival style of this residence. Dormers have arched window heads and curved muntins. Shoshone Place

Visibility Matters

- Windows are important building elements positioned at and near eye-level.
- When windows are highly visible, as on a public street-facing façade, the material of the windows can be perceived: try to replicate the material of the historic sash as well as other design elements.

When windows are minimally visible and standard in design, replicate the size, operation and configuration of historic sash; alternative materials can be used, and dimensions do not have to be as close to the original.

Ways to reduce heat loss at windows:

- Use historically appropriate exterior storm windows
- Seal all cracks around window frames that allow air and heat to leak out with caulking and weather-stripping
- Use interior curtains or install interior storm windows
- Explore whether double-glazed standard sash could be installed in existing window frames

Existing Windows

Refer to Preservation Brief 9: The Repair of Historic Wood Windows

- Retain historic wood sash windows as a high-quality, well performing material that cannot be replaced in kind as new wood is not as strong and durable.
- Repair damaged sections of window sash and framing elements.

Figure 15: Historic French doors and multi-pane casement windows are fitted with storm sash.
W 21st Ave

Window Replacement

Highly visible locations

- Plan to replicate character features of the entire window and its sash.
    - Retain historic size and shape of the opening.
    - Select windows that fill the opening without making it smaller.
    - Select windows that do not require a second set of framing elements as this reduces glazed area.
    - Retain window moldings as significant historic character features that can be repaired.
- Replicate any special windows so that it matches the historic window in design, size, operation, configuration, materials, and dimensions.
- For wood windows use:
    - Wood
    - Metal clad wood
    - Composite materials that replicate historic sash and can be painted
- For metal windows use: Iron or aluminum
- Avoid using vinyl windows. The limitations of vinyl windows in meeting historic district standards:
    - Vinyl sash does not replicate the dimensions of the taller bottom rail, has a flat appearance, often has meeting rails that do not meet, and true divided light designs are not available.
    - Simulated muntins placed on the interior of the glass are not appropriate as they do not have the same appearance.
- Avoid converting a door to a window or a window to a door as this alters historic character.
- Replicate any molding that covers the joint between the window and wall with millwork that replicates the historic molding on the building or is a reasonably close alternative design suitable for the style of the building.
- Select window sashes that replicate the characteristics of the historic:
    - Select a similar size of the overall window as well as components: top rail, bottom rail, side rails and muntins so that glazed area is very close to what it was historically.
    - Select sash that has the frame dimension patterns of historic sash, such as taller bottom rails for hung windows and casement sash.
    - Select sash with the same configuration: number of sash in a group and number of lights in a sash.
    - Select sash that has the same operation – how a window is opened – or, if fixed, appears to have the same operation.
- Consider sash replacement only and retain and reuse window frames and any brick molding.
- Select windows made from:
    - Wood
    - Metal clad wood

Figure 16: Window sash in this 1949 residence includes a picture window flanked by casement sash with horizontal muntins, sash that appears in a bank of four windows above.
Oneida Place

- Composite materials that can be painted

Minimally visible locations:

- Select windows made from:
  - Wood
  - Metal clad wood
  - Composite materials that can be painted
  - Vinyl

Non-visible locations:

Windows can be replaced and are not reviewed for COA.

- Windows can be of any material, configuration, and operation.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.

Note: Historic houses were built with one type of window sash and therefore materials were consistent from room to room. While these standards allow for the use of sash of replacement materials in minimally visible areas, different kinds of window materials on the interior may not be visually pleasing.

New Window Openings in Highly-Visible and Minimally-Visible Locations

- Avoid disrupting historic fenestration with the addition of new windows.
- In some cases, a new window can be added to appear to be part of the historic arrangement of openings on a building side.

Blocking and Changing Window Openings

- Plan to maintain all window openings in highly visible and visible areas.
- Windows in visible areas may be shortened in height from the bottom to accommodate a kitchen layout.
- Plan blocking window openings and changing the size of windows carefully in minimally visible areas

Figure 17: The fenestration of this façade features grouped windows with an elaborate surround below a view balcony with a door flanked with sidelights.
W 21st Ave

Storm Windows

- Consider retaining existing storm sash.
- Select configurations of storm sash that replicate that of the window sash – with a framing element in the location of a meeting rail or mullion of casement sash.
- Consider using removable interior storm windows.

Skylights

- Avoid adding skylight openings in street-facing sloped roofs, both main and secondary roofs.
- Position skylights in minimally visible or not visible portions of the main roof.

CHAPTER 8: PAINT AND USE OF COLOR

A COA is not required when painting:

- Wood siding and trim
- Wood substitute materials that are typically painted
- Stucco
- Painted metal elements, such as porch railings

A COA is required for painting unpainted surfaces such as masonry or stone.

Goals

- Allow property owners to paint traditionally-painted materials in colors they select.
- Avoid the painting of masonry materials – brick, stone, terra cotta, cast stone – that should not be painted for both technical and historic character reasons.

Paint and Color Historic Character Features

- Historically, paint color was derived from mineral pigments and these natural, earth-toned colors remained in common use in the built environment.
- Many cities do not review and approve paint colors used for painted portions of buildings. The HPO is adopting this practice for the CHPHD, although individually listed properties on the Spokane Register do go through paint color review.
- Retaining the inherent color of masonry materials exposed and unpainted is critical as they are historic character features and can be harmed by the application of paint and other coatings.
- Use the correct type of exterior paint for the material to be painted.

Paint, Stain and Coating Tips

- Consider using consolidating materials such as epoxy and water-proofing coatings only on material that is in active deterioration, and then, with caution, as such coatings can trap moisture and create laminated sections of materials causing more damage.
- Plan to repair cracks and apply paint on stucco rather than an additional layer of plaster or mortar, called parging.
- Traditional paint colors are derived from mineral pigments, natural materials.
- Historic paint catalogs present small samples of these colors and are good references.
    - The Northwest Museum of Arts and Culture archives has a set of historic paint color samples in a Dutch Boy Paint publication (ca. 1929).
    - The Sherwin Williams Company's Exterior Historic Colors are appropriate for many buildings, particularly those built in the 1910s-1930s.

CHAPTER 9: USE OF SUBSTITUTE BUILDING MATERIALS

The term substitute materials is used to describe building materials that have the potential to match the appear-ance, physical properties, and related attributes of historic materials well enough to make them alternatives for use when historic materials require replacement.

Compelling reasons to use a substitute material instead of the historic material include the unavailability or poor performance of the historic material, or environmental pressures or code-driven requirements that necessitate a change in material. Substitute materials can be cost-effective, permit the ac-curate visual duplication of historic materials, and provide improved durability.

If necessary, choose substitute materials that match the appearance of the historic material.

Consider carefully the physical properties of both the historic and substitute materials

Consider the performance of the substitute material over time, its proven durability, and continued availability.

Refer to Preservation Brief 16: The Use of Substitute Materials on Historic Building Exteriors

Rehabilitation

- When considered for use on historic buildings, composite materials of various types must be evaluated in terms of:
    - Ability to be cast, extruded, and stamped to replicate historic elements in design and dimensions
    - Ability to have a finish that does not have a shine, false grain or other texture, or other characteristics that readily identify it as a non-traditional material
- Avoid the use of composite materials used for elements of porches that must be installed with visible brackets, rather than by the traditional inset joints of wood elements.
- Consider composite materials only if they can be painted and installed without visible joints, are of appropriate design and dimensions, and in consultation with HPO staff.
- Finishes (typically paint) have a smooth, not-textured finish.

CHAPTER 10: LANDSCAPING

Goals

- Maintain the landscape character of the district and avoid introducing intrusive elements.
- Maintain the experience of a mature tree canopy shading public sidewalks and trees planted in residential landscaping.
- Maintain the historic pattern of curb cuts and driveways as secondary elements of residential properties and streetscapes.
- Maintain traditional ratios of vegetation to buildings to paved areas with the use of narrow driveways and no large off-street parking areas.
- Add pavement or change yard material in the smallest areas that meet the needs for the change.

Historic Character Features

- The historic landscape incorporates a mature tree canopy and other plantings that provide variety in vegetation and shade for people and enhances the experience of walking in the neighborhood.
- On-premises walks connect public sidewalks and entrances.
- Single-family houses provide for automobiles with curb cuts, narrow driveways and garages.
- Broad swathes of yard extend between facades to the street curb, uninterrupted by side fences and seldom by plantings.
- Fences are seldom present in front yards or to mark side yards; Fences are limited to rear yards or enclosing side yards for corner properties.

Figure 18: This property's landscaping includes a series of arbor structures; choices like this are acceptable in the residential landscaping.
W 21st Avenue

Fences

- Avoid fencing front yards.
- Plan fence projects in compliance with the City of Spokane's Fences Residential Zoning guide.
- When street facing, plan open fencing no higher than 42" height in line with or behind the front of the residence.
- Plan for 6-foot privacy fencing at the lot perimeter behind the public façade of the house.
- Consider traditional materials for walls and fencing in the historic district: masonry walls; masonry pier and metal panel fences; metal fences; and wood privacy fencing.
- Avoid use of imitative materials such as shiny vinyl as inauthentic components of the historic district and limit their use to minimally visible and not visible locations.

Figure 19: New side yard fencing was placed to extend from the façade of the house and keep the front yard unfenced.
Oneida Place

Hardscape

- Keep and maintain historic hardscape features in highly visible areas, in particular stone retaining walls
- Keep and maintain the traditional ratio of paved on-premises paths and building to lawn and vegetated areas.
- Use traditional materials for on-premises sidewalks and hardscape. Use concrete unless there is evidence of brick or stone paving.
- Plan to locate new exterior hardscape amenities, such as patios, pools, water features, pergolas, and gazebos on side yards and more private locations of the property.
- Avoid using hardscape design to create an inauthentic historic feature.
- Reduce or limit on-premises paving with impervious materials.
- Installation of a broad range of residential amenities and landscaping elements that are removable or easily reversible.

Small Lawn Features

- Installation of sculpture, fountains, and other artistic elements do not require a Certificate of Appropriateness.

Vegetation and Trees

- Changes to vegetation do not require a Certificate of Appropriateness.

Note:

Over 100-year-old trees are a critical part of what makes the Cannon Hill Park Historic District such a historic and beautiful place. While changes to trees do not require a design review or COA, the City must be notified of any major tree work or removal of trees. Home owners are encouraged to take care of the trees on their property. The established trees, such as the Ponderosa Pines (aka Ball Pines), will provide shade and beauty for hundreds of years.

The City of Spokane Urban Forestry department has many resources. Its information includes watering and planting guides, as well as an approved list of species for planting in the tree lawn.

https://my.spokanecity.org/urbanforestry/

The Spokane Conservation District is a great resource for tree care and has arborists on staff who can answer questions.

https://spokanecd.org/pages/community-forestry

CHAPTER 11: NEW ELEMENTS: ENERGY, COMMUNICATIONS & UTILITY EQUIPMENT

Goals

- Afford possibilities for incorporating new elements and amenities.
- Recognize that features such as solar panels, communication and utility elements can be technically visible in historic districts without intruding on its overall historic landscape character.
- Balance competing goals of retaining historic character with the presence of features that represent other environmental interests.

New Element Basics

- Consider the degree of visibility and placement when planning to install new elements (e.g. satellite dishes) in historic districts.
- Many utility and infrastructure elements are hardly noticed or “seen” over time unless they are atypical, add a new pattern of elements, or call attention to themselves.
- Visibility is not the only consideration for utility-like elements.
- New elements are not eligible for Special Valuation benefits.

Solar Panels

- Consider solar panel installation on rear-sloping roofs or the rear portion of side-facing roofs. Avoid street-sloping roofs and porch and dormer roofs. Use garage roofs if possible.
- Place panels on flat roofs.
- Use rectangular forms for grouped panels.
- Install panels as close to and parallel to a roof slope.
- Avoid side-yard solar panel installations.
- Ensure panels can be removed and the structure returned to its original configuration.

CHAPTER 12: CONTRIBUTING - ADDITIONS

Goals

- Maintain the historic character of the streetscape by ensuring that its original plan and massing are evident.
- Maintain the historic portion of the home as dominant in perceptions of the property through the use of secondary additions.
- Provide guidance for the design of additions that balance both compatibility and differentiation.
- Provide guidance for the design of replacement or new exterior access staircases.
- Provide guidance for the siting and design of new garages.

Additions

- Plan additions to be minimally visible to a contributing property.
- The most important determinations of appropriateness for new additions are: location and scale.
- Design and materials can increase or decrease the appropriateness of an addition.

Location and Scale for Additions

- Plan an addition to be located in a private or minimally visible area.
- Locate side additions at the rear of the building, leaving the front third of the original wall exposed.
- Design an addition at a scale that is secondary to the historic home and lower in height and smaller in footprint.
- Plan an addition's massing to avoid significant contrast.
- Avoid introducing nontraditional materials in visible areas of the addition.
- Consider common traditional extensions of historic residences, such as sun porches and sleeping porches on the second story, as the inspiration for the design of additions.

Materials and Design for Additions

- Design an addition where the design is compatible rather than differentiated if most of it is visible.
- Design an addition in materials that replicate, or are similar to, those of the historic building. Consider slight differences, such as the exposure of lapped siding or brick color or texture.
- Consider using a simplified version of the style of the historic building for an addition.
- Consider varying the grouping of windows of similar scale to provide compatibility but not introducing significantly different fenestration in visible areas.

Exterior space additions

- Plan for new decks, porches, balconies, pools, and other amenities to be located in private and minimally visible areas.
    - Plan for these types of additions to not be visible to avoid the need for design and materials review.
    - Plan for the review of exterior additions that are minimally visible in terms of scale, location and materials.

Garages

Note: Changes to garages do not require a COA unless they are attached to the residence or are street facing. New garages that do not touch the primary residence can be constructed without review by Historic Preservation. The below list can be used for design guidance.

- Maintain historic garages that contribute to the historic character of the property.
- Site new free-standing garages at the rear of the property or behind the residence.
- Site attached garages to the rear, non-visible portion of a historic home. Garages that are attached to a contributing historic home will be treated as an addition.

- Site a garage so that no more than two garage bays are visible from the street.
- Design a garage as a traditional, one-story non-intrusive building with a gable roof, single siding material, garage doors, people door, and windows.
- Design a garage with occupiable space on the upper level to be in scale with lot, sited as other garages, and compatible with the primary residential building on the property. Follow the Scale, Massing, Height guidelines from Chapter 15: New Construction.
- Use one of these approaches:
    - Maintain height and scale of an historic two-story carriage house but avoid replicating aspects of the main building
    - Design the building to be perceived as a contemporary garage with an apartment above.
    - Consider using a simplified treatment of the historic style of the main house using roof type, materials and color to minimize intrusiveness.

Storage Sheds, Chicken Coops and Other Sheds

- Locate in a private or minimally visible area.

Accessory Dwelling Units (ADUs)

Note: Changes to accessory dwelling units do not require a COA unless they are attached to the residence or are street facing. New ADUs located behind the primary residence and not attached to the house do not need to be reviewed. The below list can be used for design guidance.

- Site new building at the least visible portion of the property to not impact the historic streetscape.
- Design the building to be in scale with the lot and compatible with, yet secondary to, the home.
- Follow the Scale, Massing, Height guidelines from Chapter 15: New Construction.

CHAPTER 13: NON-CONTRIBUTING RESIDENCES

Goals

- Keep non-contributing dwellings as recognizable elements of the continuum of residential buildings and as compatible elements in the historic district.
- Provide owners of non-contributing buildings some options without increasing the visual presence of such buildings in the district.
- Avoid the partial remodeling of non-contributing buildings to maintain cohesiveness in design and use of materials.

Continuity and Continuum

- Non-contributing buildings in the CHPHD tend to be in their original condition in terms of design and materials.
- These buildings tend to be compatible with the historic, contributing buildings in the district due to their siting, scale and materials.
- Owners can choose to retain these buildings as designed, update them, or replace them as they do not contribute to the historic significance of the district.
- Proposed changes to non-contributing residences will be compatible if they do not introduce elements that are visually intrusive.

Figure 20: The house at 1909 S Stevens Street was constructed in 1985 and is considered to be non-contributing due to its construction outside of the Period of Significance.

CHAPTER 14: DEMOLITION REVIEW CRITERIA

Demolition of Entire Buildings

City of Spokane SMC 17D.100.220 requires the SHLC to consider the following factors when reviewing an application for demolition. This following expands on the criteria in terms of the historic continuity and continuum of the landscape character and significance of the CHPHD:

1. The historic importance of the property

The CHPHD nomination states that the district is eligible under Category A, Community Planning and Development, as a designed residential landscape. The nomination categorizes properties as contributing and non-contributing based on dates of construction before and after 1958, the end of the period of significance. The district nomination emphasizes that the park-like landscape and residences scaled to lot size and designed per prevailing architectural preferences that establish the character and continuity for the landscape. While each building contributes to the experienced landscape, the overall streetscapes and landscapes convey the character of the district. The broad categories of contributing and non-contributing are the starting points for the consideration of the importance of each property, or existing residence.

By definition, non-contributing properties are officially not part of the district's historic character and are not protected from demolition. That said, they embody building materials and energy, are compatible with the district's landscape, and in the CHPHD are not intrusive in scale, materials, or general presence in the landscape.

An individual contributing property built during the period of significance contributes to the streetscape of the CHPHD. The historic pattern of residential development in Spokane includes long periods of building-out residential additions and hence there is no decrease in significance for houses built during the later decades of the period of significance. In a similar manner, house size is not proportionate to historic importance in this district.

The character of the CHPHD relies on the variety of house sizes and styles. It is difficult to develop a credible argument that any of the contributing buildings in the historic district are not important to its character and continuity of the architectural styles in the landscape.

Authenticity and historic character in the district are in danger of being lost one building at a time because of demolition. The point of the historic district designation is to limit this type of loss.

2. The nature of the redevelopment which is planned for the property

While each contributing building has comparable historic significance in terms of demolition, this criterion requires the consideration of the subsequent use of the property if a contributing building were to be demolished. The broad zoning changes in Spokane adopted in 2023 make it possible to build a variety of multiple-family dwellings in the CHPHD. Non-contributing properties in this district are isolated and consequently assembling parcels large enough to redevelop with multi-family residential use will be limited. More common will be the rare demolition on a single lot of limited scale.

If redevelopment of the site is proposed, that development project should be presented prior to or at the same time as approval of demolition is requested. The replacement building(s) must be in the "highly-compatible" category (as determined through the Compatibility in Design Scorecard; see Appendix I), in order to minimize the loss of historic character in the district as a whole. When a project is rated only as "compatible", the redevelopment project may not justify approval of demolition.

3. The condition of the existing structure

The difference between deferred exterior maintenance and structural soundness will be considered. While the City identifies

several conditions for Substandard Buildings, that code enforcement program notes conditions to be addressed. Such necessary work is not evidence that a contributing building must be demolished. There is always the option to rehabilitate a substandard building.

At the time of designation, the dwellings in the CHPHD were, as a rule, in sound condition and in good repair. The practice of deferring maintenance so a building becomes deteriorated and unsound is known as “demolition by neglect.” Taking such steps and then proposing necessary demolition on those grounds is not credible as an argument for demolition.

Conditions that merit serious consideration for the demolition of contributing buildings in CHPHD include damage by fire, due to storm and falling tree damage, ground shifting and collapse, and similar unexpected circumstances.

When a building is determined to be a threat to life and safety, the Building Official or Fire Marshall will order demolition, no matter the status of the building in the historic district.

4. The effect on the surrounding neighborhood of the planned replacement use

The adoption of the CHPHD is a land use agreement that the existing buildings – with 94% percent of homes contributing – will remain standing and in residential use. When a residence must be replaced or an owner desires to replace a non-contributing building, the property owner is able to build “missing-middle” scale multi-family dwelling units. The expectation for compatible new construction entails expectations for such new residential buildings be scaled to the lot size existing in the district. The historic district designation is not at odds with this zoning.

5. The overall effect of the proposed redevelopment.

This criteria recognizes that redevelopment has an effect on the neighborhood character and the elements of the neighborhood’s urban design. As previously noted, redevelopment that is not highly compatible with the district at all levels of analysis, would not contribute to or maintain the historic character and continuity of the historic district. Such proposals do not provide a compelling reason for demolition or approval of the proposed new construction. Other aspects of redevelopment would also affect the larger patterns of the district and should be avoided. These include any vacating of streets and alleys, the assembly of significantly larger parcels than existing within the district, and any variance in terms of existing residential zoning.

6. Any proposed mitigation measures.

The SHLC will take into consideration any mitigation measures proposed by the applicant which may include salvaging significant architectural features of the structure after properly documenting the building before demolition

CHAPTER 15: NEW CONSTRUCTION

Design review of new construction in historic districts has a particular goal: new buildings must be designed to fit into – or be compatible with – the historic streetscapes of the district. Because the ”sense of place” is a characteristic of an historic district, how that environment changes with new construction matters because it is a permanent change to the district. The presence of residences in the CHPHD built over time establishes a continuum of residential design that new construction should be considered to be part of. The goals of new construction are the continuum of compatible design at the size and scale that is appropriate for this district.

Continuum and Compatibility Basics: Context Sensitive Design

The field of historic preservation has long used the concept of “context sensitive design” but uses the term “compatible.” Designing for a specific site within the historic district allows for compatible new construction in one spot that may not be suitable for another site within the district. Architects will need to think carefully about how the new building fits in with the immediate surroundings as well as the neighborhood as a whole.

This concept of compatibility is spelled out in the National Park Service’s Secretary of Interior’s Standards for the Treatment of Historic Properties. That set of standards includes The Standards for Rehabilitation that are the basis for the CHPHD Design Standards and Guidelines. This guidance uses the term “compatible” in both the technical sense – as in not introducing incompatible materials – as well as in the visual terms like massing, scale and set back. The guidance notes that compatibility can be achieved with various design solutions.

It is important to note that “compatibility” is not “comparability.” Compatibility can be defined in terms of the absence of conflict; in more casual and visual terms, it can mean being a good neighbor in that a building “fits in.” Comparability is a very close state of compatibility, in that the two things have enough in common that they can be compared meaningfully. The common phrase “don’t compare apples to oranges” refers to real differences. Apples are not oranges, but they are compatible in the fruit bowl. Compatibility may incorporate comparability – which in the built environment can include some form of replication.

Approximately 5% of the properties within the CHPHD are non-contributing and these properties could be redeveloped. The built environment in the historic district will change over time, but the historic, contributing buildings will continue to provide the underlying historic continuity for the district.

In order to encourage creative design solutions within the Cannon Hill Park Historic District, a design framework and compatibility scoresheet created for other districts will be used. This approach is open-ended rather than prescriptive. In a nutshell, we are not going to tell you how to design a building for the district. There are no requirements for flat roofs or pitched roofs – but if the surrounding buildings all have pitched roofs, the new building will score higher if a pitched roof is incorporated into the design. The framework for context-sensitive new construction is firmly grounded in compatible contemporary design: design that is clearly of the 21st century and doesn’t try to fool the viewer into thinking that it might be historic, but at the same time, it still fits into the historic district as compatible design.

The overarching goal of this framework for new construction is that new buildings in the district will not diminish the historic character of the neighborhood, or district, as a whole. Compatible, context-sensitive design avoids that effect. In this way, the changing residential patterns of Spokane’s residents will continue to be met.

This framework – which constitutes the standards for new construction – has a different format and way of use than traditional historic district standards and guidelines.

New Construction Design Review Basics

The consideration of compatible new construction is based on these concepts:

- The streetscapes of the historic district, in this district with buildings placed within a park-like landscape, are the main resource that will be considered, and no building will be approved that is visually intrusive.
- The nature of context-sensitive, compatible design means that a proposal approved for one location will not automatically be compatible and appropriate in another location.
- Each proposal will be considered for its specific location only. There should be no expectation that a proposal approved for one location will be approved for another site in the district.
- Contemporary design can be compatible within a historic district and provides an authentic continuum of architectural design.
- While energy conservation and durability attributes are important to consider for materials used for new construction, these reasons alone will not likely be reasons for finding materials compatible.

The importance of ensuring new construction in a historic district is compatible means that the SHLC will review and approve proposals at a monthly commission meeting with a public hearing where members of the public will be able to comment on proposals.

Precedent and Patterns

The CHPHD has a park-like landscape with prominent tree canopy that unites streetscapes composed of residential properties built over several decades. Houses are carefully scaled to lot size so each property has a similar setting and there are strong patterns in scale, siting, design, and use of materials that provide context for the design of new buildings. A continuum of architectural design present in the district suggests that contemporary residential design is appropriate. Multi-family dwellings scaled to lot size can also be compatible. See the “Scale, Massing and Height” guidelines for more information.

Design Strategies

There are several broad strategies for the design of infill buildings, or new construction, in historic districts:

A new building could:

1. Replication of historic buildings in design and materials is one approach. This strategy has been popular because people enjoy, for example, Craftsman bungalows. Using replication design avoids the discussion of contemporary designs as compatible.

   Criticisms of replication include creating a false sense of history and appearance of the replicas in the streetscape. With the use of modern construction methods and the high cost of construction, property owners often select a simplified example to copy. Decisions based on cost and simplification diminish the ability of a new building to appear “historic” in design. Even so, there are instances where a replica design strategy is appropriate, perhaps in an intact historic streetscape with only one location available for new construction.

2. Abstract Reference: The strategy of making an abstract reference to historic examples, or context, in the design of a new building can result in a range of solutions. A new building could have an abstract, yet obvious visual reference to buildings in the setting. Buildings with abstract references to a historic context may be appropriate in a streetscape with several non-contributing buildings.

3. Juxtaposition as a design strategy results in buildings that are intended to have little relationship with their historic context and stand out noticeably in a streetscape. This is the most difficult strategy to be successful within historic districts because it is difficult to see the new building as visually compatible with historic buildings. Even so, a small building in a location that has buildings of various ages and sizes may be an appropriate place to use design juxtaposition.

4. Invention Within: A fourth design strategy is recommended for most new buildings in the CHPHD. This is an "invention within" approach – one that clearly references common building types and/or building types in the district without duplicating them. Instead, these designs incorporate historic forms and details and "reinvents" them to seem more contemporary. Another way to think about this type of design is "traditional with a twist," to be "of its time" rather than a replica or standard design.

   An example is a porch on a new building that had a slightly different form than was common historically with modern posts and railing designs. Another type of reinvention would be to use the massing of a large single-family home for a duplex or triplex and reinvent porch and entrance locations and detailing to indicate the number of units within.

Figure 22: The condominium townhouse development in Browne's Addition could be considered "Invention within" – the buildings match other nearby structures in scale and massing.

Figure 20: The house at 4 W 18th Ave built 2023 with traditional residential forms and materials. The setback matches the existing homes.

Figure 21: This is multi-family building near on lower South Hill is set back and has a volume similar to the neighboring older multi-family buildings.

For more information on these design strategies, see:

Sense of Place: Design Guidelines for Historic Districts (2007) Philadelphia. http://www.preservationalliance.com/publications/SenseofPlace_final.pdf

Steven W. Semes, *The Future of the Past: A Conservation Ethic for Architecture, Urbanism and Historic Preservation*. 2009.

Framework for Compatible Design

Historic District Basics

The historic district itself is the resource being protected and new buildings must not have a negative effect on the historic character of the district. The streetscape creates the historic character and the basis of compatibility. For this reason, emphasis will be placed on the publicly visible portions of new buildings.

The analysis of the context includes the blockfront in which the building site is located and the one across the street. One experiences the district while moving through the facing blockfronts and they provide both the variety and continuity of the historic district.

Compatibility in design is a visual characteristic. Compatible design is an achievable design challenge that requires some comparability. Height, color, materials, and use of materials all matter and shall be carefully considered.

Using the Framework

The following sets of directives under each section of the Framework for Compatible Design correspond directly with the Compatibility of Design Scoresheet that Commission members and others will use to assess the compatibility of the proposed design.

Rather than be stated requirements, these directives suggest ways that compatible, context-sensitive design can be achieved. The directives are not a checklist or prescriptive set of standards to be met with each project. The architect is free to choose from among the elements that will ensure compatibility while introducing some differentiation.

Using the Scoresheet

Values signifying the importance of the factor in achieving a compatible design have been assigned.

Scorers should enter a low value, zero or one, if the goal is not met and one of the higher values to indicate that the designer has used this factor successfully in the design. Some directives, such as building setback, gain the full score if the criteria is met or receive a zero if not met. These directives do not have a “middle ground”.

The right column is a place to indicate the total points the scorer gave to a section of the scoresheet in contrast to the total amount possible. For instance, in the Context Compatibility section, one could score a 3 for the Character Area, 2 for Facing Block fronts and 2 for Adjacent Buildings to indicate that the building does not have the strongest sense of compatibility for its location. A total of 7 out of 15 possible points indicates that this aspect of context sensitive design has not been a focus for the designer.

Once all the sections are scored, totals for Parts I and II can be compared. One proposal may score higher in context and urban form than in design components, and vice versa. Each total can be categorized as compatible or incompatible.

Finally, the overall score is assessed. A careful review of the score will indicate areas where a design could be altered to be more compatible.

Process: Using the Framework and Scoresheet to Consider New Construction

Several, if not all, members of the commission and the HPO staff will score proposed buildings and the scores will be compared. The HPO will use this feedback in conversations about the project with applicants, who will alter the design to increase its compatibility score as they see fit. A subsequent design will then be scored and discussed.

The HPO and the applicant will determine when a project is ready to be presented to the Commission for a public hearing and approval. The HPO’s report on the proposed building will include information on how it was scored. Members of the public will be expected to make comments about the appropriateness of the

project in its location in terms of the Framework for Compatible Design.

The goals of this process include:

- Keeping the building design with the designer and avoiding design-by-committee.
- Providing broad categories of urban design and design factors for comment and review.
- Providing a transparent evaluation process for applicants and district residents.

Tips for Success

- Pay attention to this framework to avoid project delays and unrealistic expectations.
- Note that some aspects of new designs are incentivized with additional scoring points.
- Be prepared to discuss your project with the Historic Preservation Officer and Historic Landmarks Commission members in terms of this framework.
- Do not search for uncommon elements to justify what is proposed.
- Use the request for compatible design as one that spurs creativity rather than one with limitations.
- Respect the efforts of the residents of Cannon Hill Park neighborhood who worked to establish the historic district.

Framework for Compatible Design in Detail

Section 1: Context and Urban Form Analysis

Project Location Analysis

Use three tiers for the context analysis for new construction:

1. The character-defining aspects of the historic district:
    a. Analyze patterns and unifying aspects
    b. Note how diversity is present and absent
2. Facing block fronts of building site:
    a. Analyze building types and patterns of location on both block fronts
    b. Diagram setbacks and spacing to insure compatibility
    c. Depict streetscapes as elevations and in plan to note height, materials, and site access for vehicles
3. Adjacent buildings:
    a. Establish compatible setback and height
    b. With elevations indicate floor heights and entrances
    c. Window placement

Form Analysis

Compatibility in the form and design of a new building within the CHPHD relies primarily on the following factors. Design choices to provide compatibility are listed for each factor.

Streetscape factors: Siting and Setback

- Site buildings to hold common setbacks from the public sidewalks to maintain the historic character of the district.
- Avoid encroachment on the public sidewalk with a shallow front lawn or no lawn as these patterns do not exist.
- Use similar relationships between a building and lot size, known as lot coverage
- Keep a common rhythm of building placement and distance between buildings
- Place the ground story at an elevation common for the blockfront
- Do not use unnecessary terraces to raise the lawn above adjacent ones or excavation to create walk-out basements
- Orient buildings and human access to the street while providing provision for automobiles at the rear of the property with a narrow driveway.

Scale, Massing, Height

Scale

- Design to maintain compatibility in scale – the combined effects of footprint and height, as compared to other homes on the block.
- Both the height and the footprint of new homes are important for compatibility in scale.
- The new building footprint should be no larger than 125% of the previous footprint, should be located on or within the previous footprint, and maintain or increase spacing between neighboring homes.

Massing

- Incorporate vertical and horizontal plane breaks in massing as the means for subtle modulation of form, to minimize scale, and as the point for a change in materials.
- Use inset and projecting balconies and porches to provide semi-private exterior space.
- Use massing that finds a balance between an unmodulated box and too much variation.
- Use pitched roofs over usable space, not only as false fronts or accent points.

Height

- New construction heights in the CHPHD district will be reviewed for compatibility based on the specific site.
- Avoid significant differences in height of closely positioned buildings by proposing no more than a one-story difference.
- Use some stepping up to the maximum height to limit the visual and privacy effects of a height difference.
- Avoid proposing large footprint, one-story homes.

- Consider the effects of hillside locations and height on down-hill neighboring sites.
- Use comparable floor heights so that windows and other horizontal elements on all stories have some visual consistency in the streetscape.

Explaining Plane Breaks

This term refers to shifts in the planes of wall surfaces. A vertical plane break occurs when a vertical element is introduced. Examples include a bay window projecting from the main wall or vertical elements used to break up a long facade.

A horizontal plane break occurs when the plane is broken parallel to the ground. An example is when a second story overhangs or is set back from the first story. Several Arts and Crafts style homes include horizontal plane breaks with materials and textures.

Provision for automobiles

- Provide access via minimal curb access and narrow driveways to parking at the rear or side of the lot.
- Limit paved areas to the minimum required for access and parking.
- Use alleys where present for access to garages and avoid new driveways.

Section 2. Design Component Analysis

General: Orientation, Design Quality, Presence

- Orient the building to the street with visible human entrances and windows facing the street; position side entrances near the façade.
- Consider the overall presence of the building in the streetscape and its balance of compatibility and differentiation.
- Design a building based on intended use to avoid a false sense of history, e.g. new homes should appear as such as opposed to appearing like industrial lofts.
- Ensure a building does not use differentiation or overly complex design to call undue attention to itself and create a lack of visual harmony in the streetscape.
- Use a level of detail in massing, façade design, and use of color comparable to nearby historic homes.
- Pay sufficient attention to 360-degree design beyond the façade by continuing use of materials or introducing complementing materials, continuing some design elements, and avoiding blank or barely developed side walls.

Use of façade materials

- Use the same materials as the historic buildings in the district.
- Use materials with small variations, such as siding width.
- Use materials in the same manner as used on historic buildings, i.e. place wood siding in a traditional horizontal position rather than on the diagonal.
- Maintain a hierarchy of primary and secondary materials with primary material consisting of 70% of the façade.
- Use constructional logic in use of materials with lighter materials above heavier ones.
- Change materials only at vertical plane breaks or horizontal story breaks, or for projecting bays.
- Use primary materials on all facades of a building or follow the historic pattern of brick buildings that have less expensive brick on the elevations and rear facades than the face brick on the façade.
- Avoid materials traditionally not used on residential buildings, such as those considered to be appropriate for industrial or commercial building use.

Use of secondary façade materials and accent materials:

- Use the “rule of five” to avoid too many materials and visual clutter
- Use material of similar perceived quality as historic materials and avoid low-cost imitative materials that lack quality and endurance.

- Start with three materials for walls, windows and roof.
- Use no more than two additional materials: a second wall material or accent material in railings or porch elements.
- Use the same materials as the historic buildings in the district
- Use vertical plane and story breaks as locations for material changes.
- Use high-quality accent materials.
- Use materials for windows of the same quality as the rest of the materials.

Traditional Building Materials:

- *Brick veneer*
- *Lapped siding*
- *Stucco*

Traditional Accent Materials:

- *Limestone, basalt, granite*
- *Brick*
- *Textured and colored stucco*
- *Architectural metals*

Use of Color

- Use primary materials with traditional mineral-based colors.
- Use color in the manner used in historic buildings:
    - One dominant color, or with carefully selected colors as seen in some brick buildings
    - Non-traditional colors used primarily as accents
- Use color of similar value and saturation of permanent materials (brick and stone)

Façade design

- Use elements of similar scale as buildings in facing block fronts context.
- Use level of detail similar to buildings in facing block fronts context.
- Avoid copying historic styles.
- Avoid combining elements from different styles and creating a collage effect.
- Use constructional logic in dimensions of elements.
- Use fenestration logic based on the interior plan.
- Avoid eccentricity in fenestration.

Use traditional approach to entrance design:

Place individual entrances in multi-family buildings oriented to the street and clearly evident as the main entrance to each unit.

Place entrances into a building with multiple units oriented to the street and be clearly evident as the main entrance for residents and visitors.

Use design principles to keep entrances in scale with the human body and the building.

Basics: Architectural Design

- Incorporate traditional architectural design principles.
- Design with order and unity in visual aspects of the design.
    - Use proportion and rhythm to establish pleasing relationships.
    - Design with visual hierarchy in massing and
    - fenestration.
    - Use symmetry or asymmetry to establish balance
- Consider proportions
    - Design with consideration to relationships of the parts to each other and to the whole.
    - Design so the visual relationship between all parts is harmonious and in scale.
- Consider proximity
    - Design so that building elements that are close together complement each other rather than compete for attention.
- Strive for coherence
- Design to avoid too many textures, shapes, colors and other characteristics that are perceived as non-similar and introduce jarring visual clutter or “busy-ness.”

Recognizing the Effort to Provide Compatibility

The Compatibility of Design Scoresheet includes opportunities to score additional points for compatibility:

- Some designs convey extra attention to the immediate context yet are contemporary in design.
- Sometimes a design does not meet all expectations, but feels “right” for the location. It is very difficult to articulate all of the possible ways a proposed design may be appropriate for the district - so the option is left open for something that had not been considered at the time these guidelines were created to meet compatibility.

Incentivizing Compatibility Within the district

The consideration of compatible, context-sensitive design is incentivized, based on context in each district. These factors are incentivized in the scoring of compatibility for the CHPHD that are based on dominant patterns in the streetscape:

- Response to context
- Footprint <125% of previous footprint, maintain spacing between adjacent homes
- Maintains setback and spacing between houses
- Building scaled to the lot size

COMPATIBILITY OF DESIGN RATING SCORESHEET FOR NEW CONSTRUCTION

New Construction in a Historic District Setting

This rating score sheet provides the framework for evaluating the visual compatibility of a proposed construction project for a specific site in the Cannon Hill Park Historic District, which is listed in the Spokane Register of Historic Places.

Scoring	Context & Form	Design	Overall
Highly Compatible (80%)	42+	70+	112+
Incompatible	<42	<70	<112

Section1: Context Sensitive Design and Urban Form		
Context compatibility with:		
Historic character of the area	0-4	
Facing block fronts	0-5	
Adjacent buildings	0-6	
	sub-total 15 max	
Streetscape factors		
Maintains common setback on block front	0 or 5	
Maintains lot coverage patterns	0 or 3	
Maintains rhythm, spacing	0-4	
Maintains ground story at common position	0-3	
	sub-total 15 max	
Scale, massing, height		
Footprint <125% of previous footprint, maintain spacing between adjacent homes	0 or 5	
Relates to historic patterns of massing (dominant and secondary)	0-2	
Large forms modulated with horizontal/vertical breaks	0-2	
Roof forms related to building type; cover occupiable space	0-2	
Avoids difference in height of more than one story	0-4	
Uses floor heights to further height compatibility	0-3	
	sub-total 18 max	
Provision for automobiles:		
Maintains existing patterns	0-4	
	sub-total 4 max	
	Total Context & Form 52 max	

Section 2. Design Components		
Compatible Orientation, Design Quality, Presence		
Entrance oriented to street	0-3	
Evidence of traditional design principles	0-3	
Compatible, well-designed presence	0-3	
360-degree design	0-3	
	sub-total 12 max	
Use of façade material		
Uses material(s) found in district	0-5	
Uses primary façade material	0-4	
Respects “rule of five” for total number of materials	0-3	
Uses materials in traditional manner	0-3	
	sub-total 15 max	
Use of secondary façade and accent materials		
Uses materials found in district	0-3	
Materials changed at vertical plane, story breaks, bays	0-3	
	sub-total 6 max	
Use of Color		
One color dominant	0-5	
Dominant color traditional mineral-based color	0-5	
Color similar in value and saturation as context	0-3	
Secondary colors compatible contrast with dominant	0-2	
	sub-total 15 max	
Façade design		
Has elements of similar scale as context	0-5	
Avoids mixing disparate elements	0-5	
Has degree of articulation similar to context	0-5	
Has logical and compatible fenestration	0-5	
Clear evidence of architectural design principles	0-5	
	sub-total 25 max	
Incentivized aspect of the design		
Response to context	0-5	
Maintains setback and spacing between houses	0-5	
Building scaled to the lot size	0-5	
	sub-total 15 max	
	Total Design 88 max	
	COMPATIBILITY TOTAL140 max	

APPENDIX 1: Glossary of Terms

Balustrade: a railing supported by balusters, seen most often on porches and balconies

Board and batten siding: wide plank siding installed vertically and with smaller strips of wood covering the joints of the larger boards.

Bungalow: a one or one-and-a-half story house with a gable roof and front porch across the entire or a part of the façade,

Eave Brackets: structural or decorative members that project from a wall to support or decorate the eaves of a roofline.

Cedar shingles: shingles of cedar wood often laid tightly set and with a smooth bottom edge

Clapboard: one of a series of boards used for siding. It is usually installed horizontally and the board is most often tapered in cross-section. Often seen with a narrow reveal on Craftsman style buildings.

Closed balustrade: a short wall, known also as a knee wall, spans the columns of a porch.

Column: used to support beams or arches on which the upper parts of walls or ceilings rest.

Cornice: the projecting moldings that form the top band of an entablature or wall.

Cottage: a one or one-and-a-half story house with irregular footprint and roof forms and with a stoop and perhaps vestibule rather than a porch

Dormer: area projecting from a roof with vertical walls and covered by a separate roof that expands the occupiable space within; the dormer face nearly always has windows.

Eave: the projecting overhang at the lower edge of a roof.

Façade: the exterior faces of a building, often used to refer to the wall in which the building entry is located.

Fenestration: the arrangement of windows and doors on the elevations of a building.

Gable: the wall that encloses the end of a gable roof; triangular gable end below a roof overhang.

Gambrel: a roof shape characterized by a pair of shallow pitch slopes above steeply pitched slope on each side of a center ridge.

Half-timbering: wood boards placed in geometric pattens within stucco; often seen on the second story walls and gable faces

Mullion: a vertical member separating window sash.

Muntin: a bar or rigid supporting strip between adjacent panes of glass.

Parging: cover (a part of a building, especially an external brick or stone wall) with plaster or mortar that typically bears an ornamental pattern.

Pilaster: a rectangular column, especially one projecting from a wall.

Pediment: the triangular gable end of a classical building, or the same form used elsewhere in the building.

Porch: An area adjacent to the exterior of a house covered with a roof; posts, often spanned with an open or closed balustrade, support the roof. Porches are large enough to be occupied beyond standing; they may be projecting or recessed.

Porte cochère: a roofed area under which vehicles pass, attached to the side of a house.

Portico: a structure consisting of a roof supported by columns at regular intervals, typically attached as a porch to a building.

Stoop: a small area at the front entrance of a house, often with steps and a flat area near the door. It may have a roof projecting from the house or be unsheltered.

View balcony: shallow balcony at the second story, accessed by a door; described during the 1910s as “view balconies”

APPENDIX 2: Certificate of Appropriateness (COA) Design Review Requirements

All items only apply to Highly (street facing) and Minimally (side of house) Visible areas as defined in Chapter 3

Type of Work	No Review/COA	Staff Review	SHLC Review
Awnings			
Awning - change of color	X		
Awning - change of style		X	
Awning - new		X	
Paint			
Re-paint previously painted areas	X		
Paint previously-unpainted materials (e.g. masonry)			X
Remove paint from masonry		X	
Landscaping			
Install new landscaping structure		X	
Remove historic landscape structure			X
Install new fence		X	
Install paved walkway	X		
Windows and Doors			
Replace windows			X
Replace doors - street facing			X

Replace doors - side of house		X	
Change window openings - side of house		X	
Create new window/door opening - street facing			X
Create new window/door opening - side of house		X	
Porch			
Repair porch	X		
Replace porch in kind		X	
Enclose porch - street facing			X
Enclose porch - side of house		X	
Build new porch			X
Siding			
Repair siding	X		
Install new siding			X
Garages and Accessory Dwelling Units (ADU)			
Demolish garage	X		
Construct detached garage or ADU (if street facing)		X	
Construct attached garage or ADU		X	Maybe
Roof			
New roof with like material		X	

New roof with new material			X
Remove or alter chimney visible from street			X
Change roofline			X
Other Exterior Renovations or Construction			
Install mechanical or utility equipment		X	
ADA ramp or accessibility improvement - street facing			X
ADA ramp or accessibility improvement - side of house		X	
Build addition			X
Build new deck		X	
Move an existing structure	X		

APPENDIX 3: Preservation Briefs

Preservation Briefs provide guidance on preserving, rehabilitating, and restoring historic buildings. These NPS Publications help historic building owners recognize and resolve common problems prior to work. The briefs are especially useful to Historic Preservation Tax Incentives Program applicants because they recommend methods and approaches for rehabilitating historic buildings that are consistent with their historic character.

https://www.nps.gov/orgs/1739/preservation-briefs.htm

1. Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. Robert C. Mack, FAIA, and Anne E. Grimmer. Surveys a variety of cleaning methods and materials and provides guidance on selecting the most appropriate method and the gentlest means possible. Discusses water-repellent and waterproof coatings, the purpose of each, the suitability of their application to historic masonry buildings, and possible consequences of their inappropriate use. 2000. GPO stock number 024-005-01207-9
2. Repointing Mortar Joints in Historic Masonry Buildings. Robert C. Mack, FAIA, and John P. Speweik. Provides general guidance on appropriate materials and methods for repointing historic masonry buildings. 1998.
3. Improving Energy Efficiency in Historic Buildings. Jo Ellen Hensley and Antonio Aguilar. Discusses the inherent energy efficient features of historic buildings. Recommends actions to increase energy efficiency. Describes alternate energy sources that have been used for historic buildings. 2011. *GPO stock number 024-005-01294-0*
4. Roofing for Historic Buildings. Sara M. Sweetser. Provides a brief historic of the most commonly used roofing materials in America. Presents a sound preservation approach to roof repair, roof replacement, and the use of alternative roofing materials. 1978.
5. The Preservation of Historic Adobe Buildings. Provides information on the traditional materials and construction of adobe buildings and the causes of adobe deterioration. Makes recommendations for preserving historic adobe buildings. 1978.
6. Dangers of Abrasive Cleaning to Historic Buildings. Anne E. Grimmer. Cautions against the use of sandblasting to clean various buildings and suggests measures to mitigate the effects of improper cleaning. Explains the limited circumstances under which abrasive cleaning may be appropriate. 1979.
7. The Preservation of Historic Glazed Architectural Terra-Cotta. de Teel Patterson Tiller. Discusses deterioration problems common to terra-cotta and provides methods for determining the extent of deterioration. Makes recommendations for maintenance and repair and suggests appropriate replacement materials. 1979.
8. Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings (1984). Rescinded October 2023; information and guidance no longer represent best historic preservation practices.
9. The Repair of Historic Wooden Windows. John H. Myers. Provides information on evaluating the condition of historic wood windows and on practical methods for repair. 1981.
10. Exterior Paint Problems on Historic Woodwork. Kay D. Weeks and David W. Look, AIA. Identifies and describes common types of paint surface conditions and failures. Provides guidance on preparing historic woodwork for repainting, including limited and total paint removal. 1982.
11. Rehabilitating Historic Storefronts. H. Ward Jandl. Explores the role of the storefront in historic buildings and provides guidance on rehabilitation techniques for historic storefronts as well as compatible storefront designs. 1982.
12. The Preservation of Historic Pigmented Structural Glass (Vitrolite and Carrara Glass). Provides information on the early manufacture, installation, and use of this decorative building product commonly found in 20th century buildings; reasons for its damage; and a general approach for its maintenance, repair, and replacement. 1984.

13. The Repair and Thermal Upgrading of Historic Steel Windows. Sharon C. Park, AIA. Presents brief historical background on the development, use, and styles of rolled steel windows popular in the first half of the 20th century. Explains steps for cleaning and repairing damaged steel windows; provides information on methods of weatherstripping and options for storm panels or the installation of thermal glass. 1984.
14. Exterior Additions to Historic Buildings: Preservation Concerns. Anne E. Grimmer and Kay D. Weeks. Uses a series of examples to suggest ways that attached additions can successfully serve contemporary uses as part of a rehabilitation project while preserving significant historic materials and features and the building's historic character. 2010. *GPO stock number 024-005-01280-0*
15. Preservation of Historic Concrete. Paul Gaudette and Deborah Slaton. Discusses the characteristics of concrete and causes of deterioration. Includes information on cleaning, maintenance, and repair, and on protective systems. 2007. *GPO stock number 024-005-01253-2*
16. The Use of Substitute Materials on Historic Building Exteriors. John Sandor, David Trayte, Amy Elizabeth Uebel. Provides general guidance on the use of substitute materials as replacement materials for distinctive features on the exterior of historic buildings. Revised 2023.
17. Architectural Character—Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character. Lee H. Nelson, FAIA. Essential guidance to help property owners and architects identify those features of historic buildings that give the building its visual character so that their preservation can be maximized in rehabilitation. 1988.
18. Rehabilitating Interiors in Historic Buildings—Identifying Character-Defining Elements. H. Ward Jandl. Assists building owners in identifying significant interior spaces, features, and finishes so they may be preserved in rehabilitation work. Applies to all building types and styles, from 18th century churches to 20th century office buildings. 1988.
19. The Repair and Replacement of Historic Wooden Shingle Roofs. Sharon C. Park, AIA. Discusses historic wooden roofing, expectations for longevity, and repair and replacement options. Identifies roofing material that duplicates the appearance of a historic roof, offers guidance on proper installation, and provides information on coatings and maintenance procedures to help preserve the roof. 1989.
20. The Preservation of Historic Barns. Michael J. Auer. Identifies historic barn types, helps owners understand the historic character of their barns, and offers advice on the maintenance, repair, and rehabilitation of old and historic barns. 1989.
21. Repairing Historic Flat Plaster—Walls and Ceilings. Marylee MacDonald. Guides building owners on repairing historic plaster using traditional materials (wet plaster) and techniques. Suggests replacement options if the historic plaster is severely deteriorated. Useful chart on various plaster bases and compatible basecoats and finish coats. 1989.
22. The Preservation and Repair of Historic Stucco. Anne E. Grimmer. Describes the evolution of stucco as a building material, beginning with a brief history of how stucco is applied, and how its composition, texture, and surface patterns have changed. Includes guidelines on how to plan for and carry out repair of historic stucco, with sample mixes for 18th, 19th, and 20th century stucco types. 1990.
23. Preserving Historic Ornamental Plaster. David Flaharty. Discusses ornamental plaster production, explaining the processes of run-in-place and cast ornamentation using three common decorative forms as examples: the cornice, ceiling medallion, and coffered ceiling. Provides guidance on identifying causes of deterioration and understanding complex restoration techniques. Includes useful advice on selecting and evaluating a restoration contractor. 1990.
24. Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches. Sharon C. Park, AIA. Underscores the importance of careful planning in order to balance preservation objectives with the interior climate needs of the building. 1991.

25. The Preservation of Historic Signs. Michael J. Auer. Discusses the history of sign types pre-1800 to the 20th century, including symbol signs, flat signs, fascia signs, hanging signs, goldleaf signs, rooftop signs, and neon signs. Makes recommendations for their repair and re-use. 1991.
26. The Preservation and Repair of Historic Log Buildings. Bruce. L. Bomberger. Focuses on horizontally laid or vertically positioned logs, but the preservation and repair treatments are essentially the same for all log structures. Discusses traditional splicing-in techniques, the use of epoxies, and replacement, as well as guidance on the repair and replacement of chinking and daubing. 1991.
27. The Maintenance and Repair of Architectural Cast Iron. John G. Waite; historical overview by Margot Gayle. Discusses the role of cast iron in 19th-century industrial development and the resulting advances in building design, technology, ornamental detailing. Provides essential guidance on maintaining and repairing architectural cast iron. 1991.
28. Painting Historic Interiors. Sara B. Chase. Discusses wall paint and decorative surface treatments from the late 17th century to the 1950s. Describes the usefulness of a complete paint investigation for preservation and restoration projects. Provides guidance on the common causes of interior paint failure and preparing surfaces for repainting. Makes recommendations about paint with health and safety factors in mind. 1992.
29. The Repair, Replacement, and Maintenance of Slate Roofs. Jeffrey S. Levine. Describes the causes of slate roof failures and provides comprehensive guidance on their repair and, when necessary, their appropriate replacement. Repair/Replacement Guidelines are included to assist owners prior to work. 1992.
30. The Preservation and Repair of Historic Clay Tile Roofs. Anne E. Grimmer and Paul K. Williams. Reviews the history of clay roofing tiles and describes many types and shapes of historic tiles, as well as their method of attachment. Provides general guidance for historic property owners on how to plan and carry out a project involving the repair and selected replacement of historic clay roofing tiles. 1992.
31. Mothballing Historic Buildings. Sharon C. Park, AIA. Describes process of protecting a deteriorating historic building from weather as well as vandalism when funds are not currently available to begin a preservation, rehabilitation, or restoration project. 1993.
32. Making Historic Properties Accessible. Thomas C. Jester and Sharon C. Park, AIA. Introduces the complex issue of providing accessibility at historic properties, and underscores the need to balance accessibility and historic preservation. Provides guidance and many examples of successful projects. 1993.
33. The Preservation and Repair of Stained and Leaded Glass. Neal A. Vogel and Rolf Achilles. Gives a short history of stained and leaded glass in America. Surveys basic preservation and documentation issues and addresses common causes of deterioration and presents protection, repair, and restoration options. Updated 2007. *GPO stock number 024-005-01254-1*
34. Applied Decoration for Historic Interiors: Preserving Historic Composition Ornament. Jonathan Thornton and William Adair, FAAR. Describes the history, appearance, and characteristics of this uniquely pliable material. Provides guidance on identifying compo and suggests appropriate treatments, depending upon whether the project goal is preservation or restoration. 1994.
35. Understanding Old Buildings: The Process of Architectural Investigation. Travis C. McDonald, Jr. Explains architectural investigation as the critical first step in planning an appropriate treatment. Addresses the investigative process of understanding how a building has changed over time and assessing levels of deterioration. 1994. *GPO stock number 024-005-01143-9*
36. Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes. Charles A. Birnbaum, ASLA. Describes types of cultural landscapes. Provides a step-by-step process for preserving historic designed and vernacular landscapes to ensure a successful balance between historic preservation and change. 1994.
37. Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing. Sharon C. Park, AIA, and Douglas C. Hicks. Under

revision to reflect current Federal laws and regulations concerning lead-based paint.

38. Removing Graffiti from Historic Masonry. Martin E. Weaver. Focuses on cleaning methods to remove surface-applied graffiti without damaging historic masonry. Includes tips for successful graffiti removal, a discussion of barrier coatings, and useful charts designed to guide the graffiti-removal process. 1995.
39. Holding the Line: Controlling Unwanted Moisture in Historic Buildings. Sharon C. Park, AIA. Outlines a way to diagnose moisture problems and choose remedial treatments. Provides guidance on managing moisture deterioration, repairing and maintaining historic building materials, and correcting common problem areas. Includes charts on types of diagnostic tools, recommended treatments and treatments that should always be avoided. 1996. *GPO stock number 024-005-01168-4*
40. Preserving Historic Ceramic Tile Floors. Anne E. Grimmer and Kimberly A. Konrad. Summarizes the historical use of glazed and unglazed ceramic flooring tiles and describes different types of tiles. Provides guidance for maintaining and preserving historic ceramic tile flooring, on cleaning treatments, and on protective and code-required, slip resistant coatings. Also contains information on various repair options, as well as the selective replacement of damaged tiles. 1996.
41. The Seismic Rehabilitation of Historic Buildings. Antonio Aguilar. Discusses the issues of protecting historic buildings from earthquake damage. Describes approaches to seismic retrofit that make a building safe without destroying significant historic materials. Provides guidance on the extent of strengthening to consider, design approaches, and the visual impact of these changes. 2016. *GPO stock number 024-005-01322-9*
42. The Maintenance, Repair, and Replacement of Historic Cast Stone. Richard Pieper. Provides a brief history of the manufacture and use of cast stone. Discusses the causes of its deterioration, repairable conditions, and methods of repair. Addresses the replication and replacement of historic cast stone installations, and the use of cast stone as a substitute replacement material for natural stone. 2001. *GPO stock number 024-005-01190-1*
43. The Preparation and Use of Historic Structure Reports. Deborah Slaton. Defines the historic structure report and provides a historical overview of its use. Outlines an entire procedure for preparing a report, taking a team approach. 2004. *GPO stock number 024-005-01191-9*
44. The Use of Awnings on Historic Buildings: Repair, Replacement and New Design. Chad Randl. Provides a historic overview of the practical and aesthetic use of various types of awnings. Presents guidance for their maintenance, preservation, and repair. Discusses the circumstances under which awning replacement is appropriate and how to achieve a compatible design for new awnings on historic buildings. 2004. *GPO stock number 024-005-01222-2*
45. Preserving Historic Wooden Porches. Aleca Sullivan and John Leeke. Explains how to assess the condition of historic porches. Provides detailed procedures for proper maintenance and repair, and includes measures to address code issues. Provides a range of information from the selection of materials to guidance on contemporary alterations. 2006. *GPO stock number 024-005-01240-1*
46. The Preservation and Reuse of Historic Gas Stations. Chad Randl. Provides guidance on assessing the significance of historic gas stations and provides information on their maintenance and repair. Describes appropriate rehabilitation treatments, including conversions for new functions when the historic use is no longer feasible. 2008. *GPO stock number 024-005-01264-8*
47. Maintaining the Exterior of Small and Medium Size Historic Buildings. Sharon Park, FAIA. Discusses the benefits of regular inspection, monitoring, and seasonal maintenance work for historic buildings. Provides guidance on maintenance treatments for historic building exteriors. 2006. *GPO stock number 024-005-01252-4*
48. Preserving Grave Markers in Historic Cemeteries. Mary F. Striegel, Frances Gale, Jason Church, and Debbie Dietrich-Smith. Describes grave marker materials and the risk factors that contribute to their decay. provides guidance for assessing their

condition, and discusses maintenance programs and various preservation treatments. 2016.*GPO stock number 024-005-01328-8*

49. Historic Decorative Metal Ceilings and Walls: Use, Repair, and Replacement. Kaaren R. Staveteig. Discusses the history and manufacturing of decorative metal for ceiling and wall applications; provides information on paint removal, maintenance, and repair; and includes guidance on replacement. 2017. *GPO stock number 024-005-01330-0*
50. Lightning Protection for Historic Structures. Charles E. Fisher. Describes the history and components of traditional lightning protection systems; discusses inspection, evaluation, and maintenance of systems; and provides guidance on the repair of systems and the installation of new systems. 2017. *GPO stock number 024-005-01341-5*
51. Building Codes for Historic and Existing Buildings: Planning and Maximizing their Application. Discusses how to meet the goals of building codes while preserving or minimizing alterations to the character-defining features, spaces, materials, and finishes of historic buildings; provides guidance for selecting the optimal code compliance method and suggests best practices for achieving code-compliant solutions that also allow for the preservation of a building’s historic character. Marilyn E. Kaplan, Architect, FAPT. 2024.

APPENDIX 4: Historic Preservation Information and Contacts

Megan Duvall, Historic Preservation Officer
City Hall, Third Floor
808 W Spokane Falls Boulevard
Spokane, Washington 99201
Phone: (509) 625-6543
Fax: (509) 625-6013
Email: mduvall@spokanecity.org

Logan Camporeale, Historic Preservation Specialist
City/County of Spokane
808 W Spokane Falls Boulevard
Phone: (509) 625-6634
Spokane, WA 99201-3329
Email: lcamporeale@spokanecity.org

Local Resources:

- Spokane City/County Historic Preservation Office
- Northwest Museum of Arts & Culture (MAC)
- Spokane Valley Heritage Museum
- Spokane County Official Website
- Spokane Preservation Advocates
- Spokane Public Library – Northwest Room

Statewide and National Historic Preservation Organizations:

- National Trust for Historic Preservation
- Washington State Department of Archaeology and Historic Preservation (DAHP)
    - Certified Local Government Program
- Washington Trust for Historic Preservation
    - Washington Trust Consultant Directory
- National Main Street Program
- Washington State Digital Archives
-

National Park Service Links:

- National Register of Historic Places
- Secretary of the Interior's Standards for Rehabilitation
- Historic Preservation Briefs
- Technical Preservation Services
- Federal Tax Credit Incentives

Cannon Hill Park Historic District
Nomination Document

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Historic Name of Property: Cannon Hill Park Addition
And/Or Common Name: Cannon Hill Park Historic District

2. Location

Street & Number: Enter street address
City, State, Zip Code: Enter city, state and zip code
Parcel Number: Enter parcel number

3. Classification

Category	Ownership	Status	Present Use	
☐building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object				
X district	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☐yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: various
Street & Number: Enter property owner's street address
City, State, Zip Code: Enter property owner's city, state and zip code
Telephone Number/E-mail: Enter property owner's telephone number and email

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: An Historic Property Inventory of Selected Properties Within the Cannon Hill Park Addition, Spokane County, WA
Date: 2008 ☐Federal ☐State ☐County ☒Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☒excellent	☐unaltered
	☐good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☐original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☐C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	Enter acreage of property
Verbal Boundary Description:	The boundary of the district is from Lincoln Street on the west and Bernard Street on the east, the lots on the south side of W. 21st Avenue and lots on the south side of 19th Avenue, lots on the south side of 18th Avenue, and lots on the north side of 18th Avenue.
Verbal Boundary Justification:	Boundary justification provided in Section 7 page 17.

11. Form Prepared By

Name and Title: Betsy H. Bradley, Ph.D. Historian
Organization: representing a group of residents
Street, City, State, Zip Code: 417 W 20th Avenue, Spokane, WA 99203
Telephone Number: 509.822.0300

E-mail Address: betsy.bradley1@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

City Clerk Assistant City Attorney

Section 7: Description

The area in the Cannon Hill Park Historic District (CHPHD) (Fig. 1) includes most of the plat for the Cannon Hill Park Addition (CHPA) laid out in 1909. It encompasses the residential area that surrounds Cannon Hill Park and is bounded on the east and west by Bernard and Lincoln streets. The lots on the south side of W. 21st Avenue form its southern boundary; the northern boundary includes houses on the south side of W. 18th Avenue as well as the lots on the north side of 18th that directly face the park, and on the south side of W. 19th Avenue. The St. Augustine Parish purchased a block originally part of the CHPA in 1914. This non-residential use separated it from the residential neighborhood, and it is excluded from the district. 191 residential properties, which technically include 193 parcels, comprise the district. While the Cannon Hill Park Addition originally extended further to the south, the Arthur D. Jones Company (Jones Co) marketed its southern portion – 22nd to 25th avenues – as the Highlands of Cannon Hill Park. Since this area has a related but slightly different historic identity, it is not included in the district.[1]

The CHPHD is several blocks south of the basalt cliffs adjacent to Cliff Drive that form one of the edges of South Hill above downtown Spokane. An advertisement noted that it was 500 feet above downtown's Riverside Avenue.[2] It has a gently rolling topography with some steep grades on the north and east portions, including the W. 19th Avenue hill between S. Sherman and Bernard streets and the hill on W. 21st Street between S. Howard and S. Bernard streets. The avenues gain elevation as they move to the south.[3] The extent to which the Jones Co. team altered the topography during the regrading of the area is unknown. The residential blocks surround Cannon Hill Park, which was the site of a brickyard quarry. A newspaper story noted that some 150 laborers were completing significant cutting and filling of the land and had moved thousands of cubic yards of earth, "preserving and enhancing all the natural wild beauty of the landscape by fitting it into a setting of winding streets, driveways, and boulevards."[4] This work included grading the lots surrounding Cannon Hill Park as "an amphitheater of view lots rising on three sides around a sunken lake."[5] The resulting landscape has become naturalized over time with mature plantings and many of the street trees planted in 1909 still remain.

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[1] "Sale Opens Tomorrow, Highlands of Cannon Hill Park" *Spokane Chronicle* 30 September 1911. About half of the 164 lots were placed on the market at this time, This closely related area could be included in a larger or separate historic district as it bears the marks of the Arthur D. Jones & Co. vision for the addition.
[2] "Sale Opens Today, Highlands of Cannon Hill Park" *Spokesman Review* 1 October 1911.
[3] HOLC description of area 1938. Mapping Inequality website: https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/area descriptions/A7#loc=12/47.668/-117.3898.
[4] "Developing Cannon Hill Park as High-Class Residence District" *Spokesman Review* 20 Jun3 1909, pp. Part 4, p. 1.
[5] Ibid.

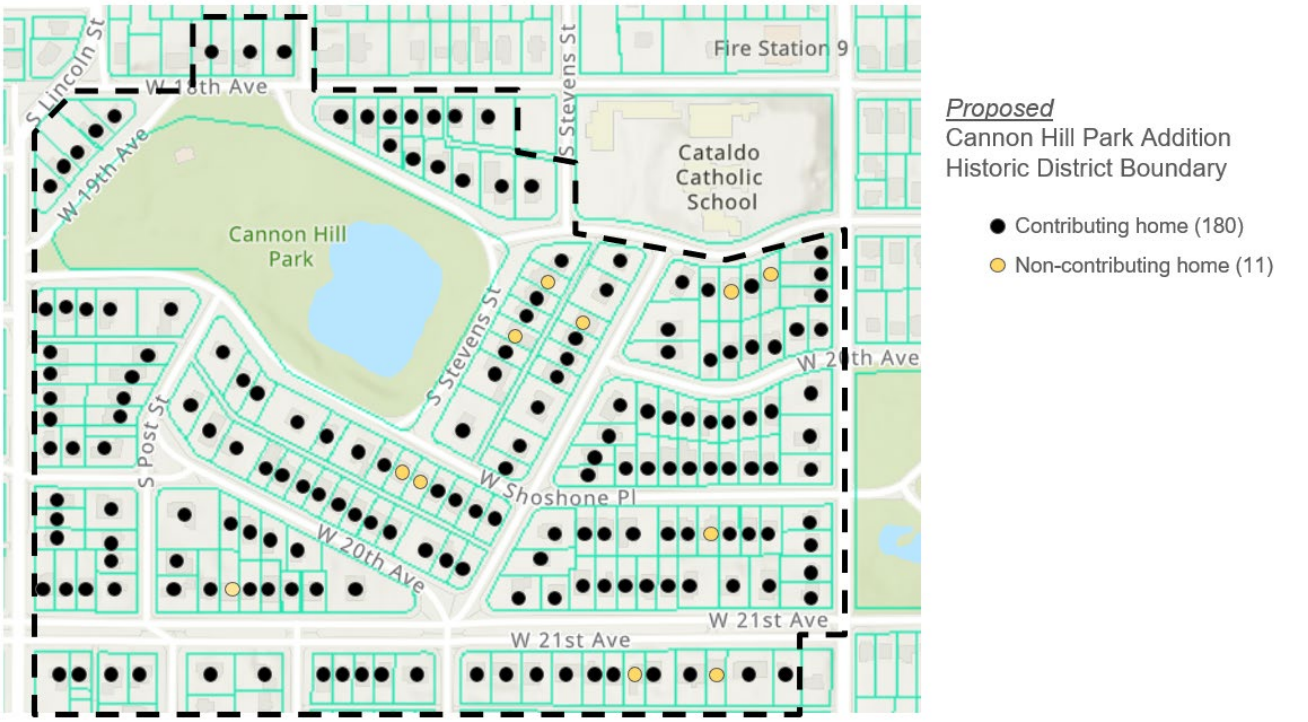


Fig. 1. Cannon Hill Park Historic District boundary, based on the original plat and dominance of Cannon Hill Park. Black dots indicate the 180 contributing properties; yellow dots indicate 11 non-contributing properties.

Landscape Characteristics

The CHPHD is a designed landscape with both the framework and many elements designed and implemented by two related development companies, the Arthur D. Jones & Company (Jones Co.) and Cannon Hill Company. Arthur D. Jones oversaw both entities as president.

Jones and his team established a residential area with streets determined by the irregular form of Cannon Hill Park. Particularly between Cannon Hill Park and Manito Park, the street layout is a variation on the standard grid of streets west of S. Bernard Street. The plan for the plat was based on the form of the park, accessed by "driveways" (Fig. 2).[6] This arrangement allowed the Jones Co. to state that these lots "front directly on the park instead of on a street."[7] Later, the street names adjacent to the park were extended to these drives.

To meet the desire to have lots directly facing the park, developers created alleys for rear access to these lots on three sides of the park. This decision created the need for a street – S. Oneida Place –

[6] The park was described as surrounded by a single "driveway." "Convert Rugged Hillside into High-Class Residential District," *The Spokesman-Review* 17 October 1909, p. 1.
[7] Arthur D. Jones Company advertisement, *The Spokesman-Review* 7 March 1909.

between the park and S. Bernard Street. This street, in turn, is the reason for the one-block-long W. 20th Avenue between Bernard Street and S. Oneida Place. The similar curved forms of W. 19th and W. 20th avenues just west of Bernard may have been inspired by the grade, curved drives around the park, or perhaps the picturesque, curving streets of the Rockwood neighborhood further to the east. The location of W. 21st Avenue adheres to the regular grid of streets to the east and west of the addition, and hence the need for Shoshone Place between 20th and 21st avenues. In a similar manner, the long dog-leg shaped block facing the south edge of Cannon Hill Park disrupted the east-west grid of avenues and W. 20th Avenue on the south side of that block is separated from its portion to the east (see Fig. 2). When presented with this plat, the Spokane City Council approved it, noting that due to the "broken condition" of the land, it would be hard to change for the better.[8]

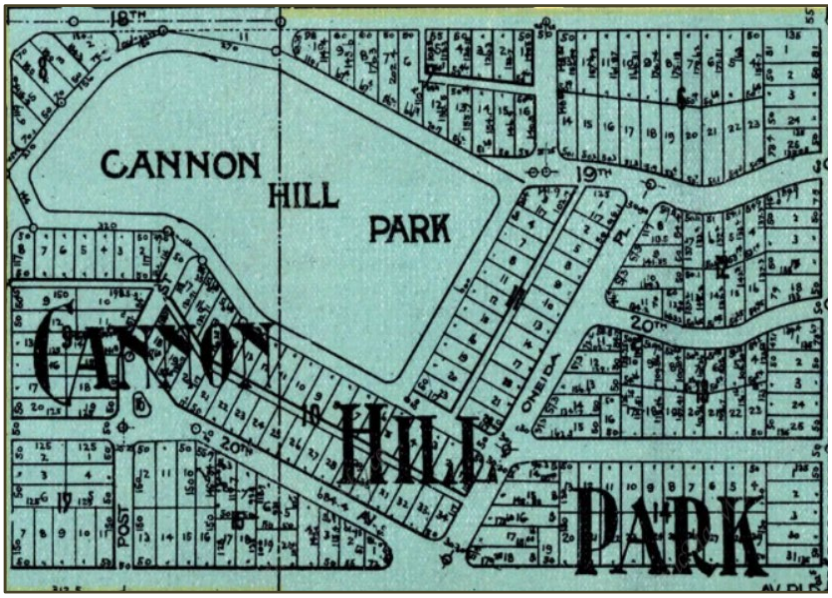


Fig. 2., *Spokane County* 1912. Geo A. Ogle. P.52.

The Olmsted Brothers Plan for Spokane parks included a system of boulevards to connect parks and extend through residential areas. The plan included W. 21st Avenue, from S. Bernard Street to S. High Drive at the edge of the bluff. Although this boulevard runs one block south of Cannon Hill Park, Jones Co. promotional material described it as connecting this park to the overall system, also stating that it would be the "finest street on Cannon Hill" with its wide tree lawns (parking strips) and central lawn, planted with shade trees.[9]

The topography between the parks has grade changes but does not include many of the outcroppings of basalt that are seen throughout the South Hill. Retaining walls edge properties where the lot is above that of the street and sidewalk, specifically just west of Bernard on W. 21st Avenue. Broad paving characterizes the complex intersection of W. 21st Avenue, W. 20th Avenue and S. Oneida Place. In contrast, a curbed lawn area fills some of the space at the obtuse angle of W. 20th Avenue and Post Street (Fig. 3).

[8] "Cannon Hill Park Plat Accepted," *Spokane Press* 10 March 1909.
[9] Arthur D. Jones Company advertisement, *The Spokesman-Review* 7 March 1909.

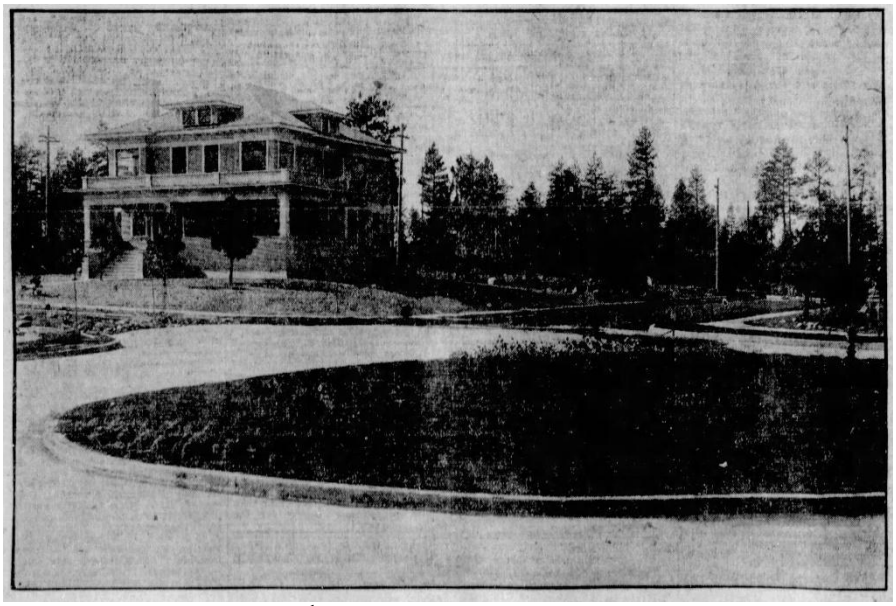


Fig. 3. Intersection of W. 20th Avenue and Post Street. Source: Arthur D. Jones & Co. advertisement, *The Spokesman-Review* 16 October 1910.

A consistently planted canopy of trees on "parking strips," the grassy area between the street and public sidewalk referred to as tree lawns, and on the boulevards extended the park-like setting throughout the addition. Early descriptions of the CHPA note that identical five-year-old shade trees would line every street, the W. 21st Avenue boulevard, and the Cannon Hill Park perimeter driveways. An advertisement mused "Can you imagine any more beautiful effect than the streets of Cannon Hill Park [Addition] will give when completed?" and noted there would be miles and miles of the same beautiful shade tree."[10] Advertisements referred to two species: European sycamore and sycamore maple. The Jones Co. stated it planned to plant five-year-old trees.

It appears that this plan was adjusted at the time of first plantings, and when the original trees did not survive, substitutions were made. The City of Spokane Urban Forestry department mapped the street trees in the CHP Historic District for this project in early 2025 (Fig. 4). London Plane trees, platanus x acerifolia, comprise 47 percent of the street trees in the district with 271 trees. The American Sycamore, Platanus occidentalis, looks very similar to the London plane, with differences in under bark color, leaves and seeds. As the map shows, these trees stands in the parking strips, or tree lawns, on the opposite sides of the street and provide arching arboreal canopies over the narrow residential streets. At a distant second, just under 10 percent of the street trees at 56 specimens, are Norway maples, acer platanoides. The other groups of street trees with over ten examples are red oak, quercus rubra, 51; ponderosa pine, pinus ponderosa, 48; littleaf linden, tilia cordata, 34. The intent of the evenly spaced street trees that would grow to shade the streets, sidewalks and lawns was realized, if not through the monoculture described by Jones & Co.

[10] Arthur D. Jones advertisement, *Spokesman Review* 25 July 1909.

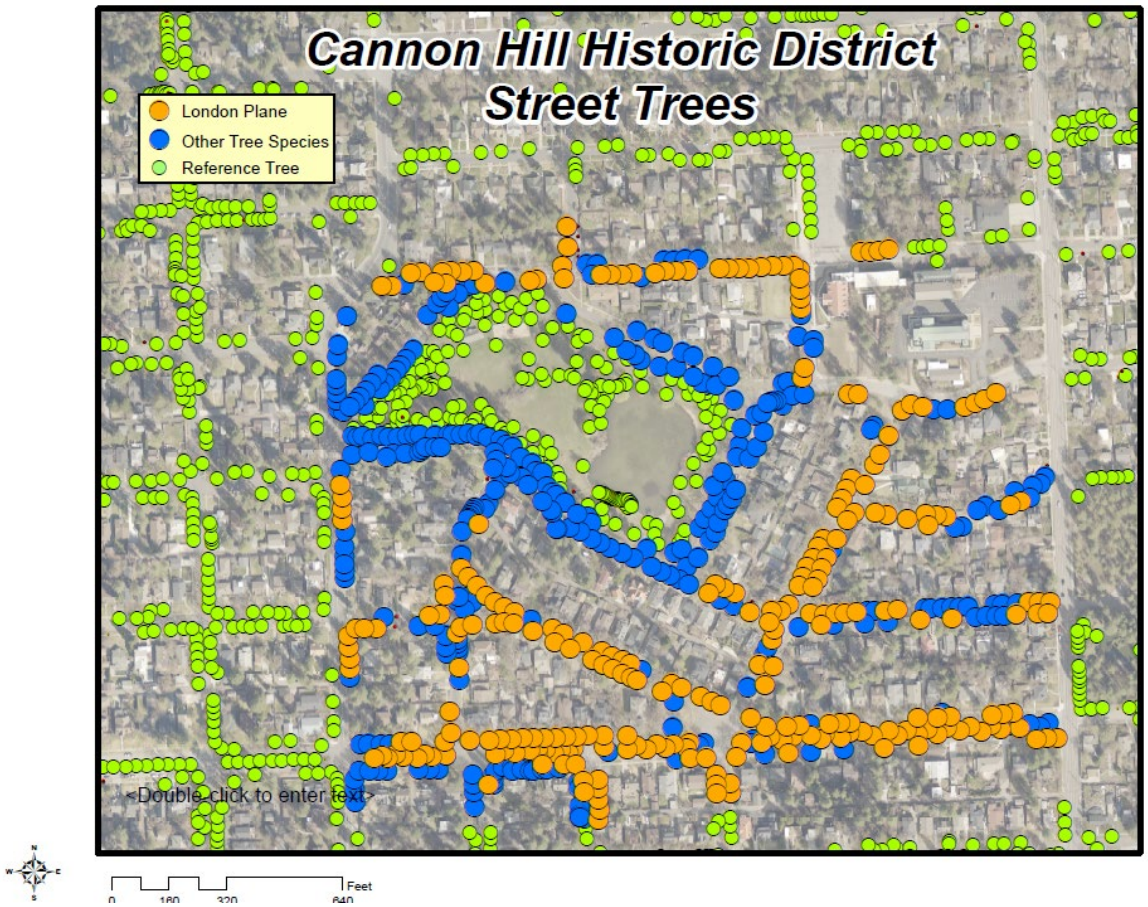


Fig. 4. Map of street trees in the Cannon Hill Park Historic District.
Source: City of Spokane Urban Forestry Department

The Jones Co. planted the beginnings of what has become an urban forest on the 21st Avenue boulevard. The company planted London planes tree, a tree that sheds its bark and has leaves similar to maple tree leaves carried by a sculptural branch pattern. Norway maples and horse chestnuts have been added to the trees on the boulevards. These and some linden, red oak, and other species have been planted on the tree lawns.[11]

The basic lot size had a 50-foot frontage and consisted of one-eighth of an acre, but the deed restrictions required the purchase of two lots on each corner. A similar requirement existed initially for double lots facing W. 21st Avenue and Cannon Hill Park. The Jones Co. promotional material referred to these as "view lots." Builders adhered to these requirements mostly during the initial period of building. While these "restrictions" presented an ideal mix of prominent houses joined by

[11] John K. Woodwell, "Spokane, Washington, West 21st Avenue, Bernard to Lincoln Street: A Boulevard Walking Tour" (The author, 2010 or 2020).

more modest ones, the platted lots became building parcels of various sizes, including instances of three lots divided into two parcels. Over time, the restrictions were disregarded.

Residential landscaping is varied, but as Jones's team envisioned, broad swaths of lawn extend from house façade to house façade across the street and from side to side, uninterrupted in most cases by fencing or planting. Paving has been limited and does not encroach on lawns as curved drives or as off-street parking areas.

Mature ornamental shade trees have been planted in front yards and back yards are shaded with trees as well. Stands of arbor vitae edge some side and rear yards to provide privacy. Foundation plantings are common and varied.

A Residential District

The CHPHD is a neighborhood of single-family residences, most of which were erected between 1909 and 1958. The dwellings vary in size, building type, use of building materials, and style, even as they adhere to similar setbacks and scales of building mass to lot size. The use of a limited range of building materials and a similar quality of design and materials unites them in streetscapes that express both cohesion and variety. Four common house forms dominate the district (Table 1).

Table 1: Most common house types, contributing properties

House Form	Years constructed	Number in District
Bungalow	1909 -1924	57
Cottage	1921-1947	52
Residence	1909 -1953	69
Ranch	1948 -1958	11

Bungalow. The bungalow is a one- or one-and-one-half story dwelling with a full or partial porch across its façade. Modest versions have a single gabled roof with the gable face framing the façade. Larger and more stylish bungalows may have several gables as part of a complex roofline, have raised stone foundations or have prominent, broad porches. Many bungalow rooflines have exposed rafter tails and braces under overhanging eaves. The bungalow form varies considerably in size, from quite modest to larger footprints that require two lots.

52 bungalows stand in the district.

Cottage. Cottage was a common term for a modest less-than-two-story dwelling that came into common use during the 1920s. Unlike bungalows, cottages do not have prominent front porches. A simple stoop or covered entrance suffices in most cases. Cottages might have a rectangular or irregular footprint. They are likely to be wood-framed and clad with brick veneer or wood siding. Some cottages are quite plain and were modestly priced, others were more mid-range in style and

cost. Cottages with an irregular form and clad with brick veneer were commonly built during the 1920s and 1930s.

58 cottages stand in the district.

Residence. The term residence is used to denote a two-story or more house. Residences built during the 1910s and early 1920s are often substantial in scale and usually have a stylish, picturesque presence in the streetscape. Residences in the district exhibit various styles, from various Craftsman and English expressions to more staid Colonial Revival ones. Plainer Minimal Traditional two-story dwellings are also residences.

68 residences stand in the district.

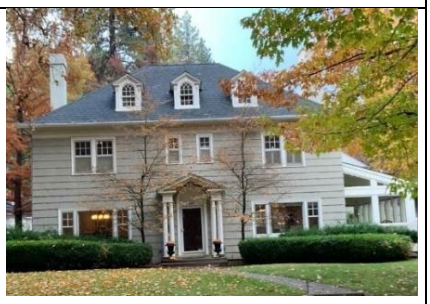
Ranch House. Ranch house is a collective term for houses with all of the main rooms on one floor. Due to the topography of the district, some ranch houses have exposed basements on the downhill side. Elongated rectangular footprints of these houses became more pronounced as the post-World War II period of construction continued. Ranch houses in the district are Minimal Traditional in expression.

11 one-story ranch houses stand in the district.

House types and architectural styles were mixed and combined in various ways during the first half of the twentieth century. There are examples of bungalows, cottages and residences that are so plain no style has been assigned. These versions of common house types met the demand for affordable and modest housing over the years and contrast with more defined and detailed styles. Additional common house types were also built. For instance, the Foursquare house at 1919 S. Oneida (1921) is constructed of concrete. Several architectural styles are dominant in the district, used on both bungalows and cottages, as well as residences. Table 2 presents the most commonly-used architectural styles and how they were combined with the most common house types. Additional styles are also present and add variety and picturesqueness to the district’s residential streets and landscapes.

Table 2. Common House Types and Architectural Styles in the CHPHD

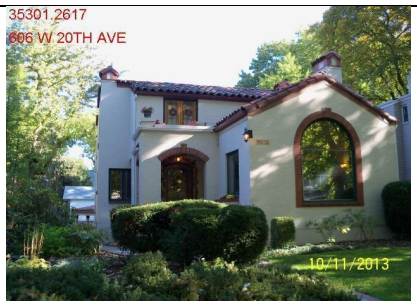
Style	Bungalow/Cottage/Ranch form	Residence form
Craftsman or English 64 houses express this style. Timeframe: 1909-1924 Picturesque expression in house design was similar for larger residences and smaller bungalows. The larger houses were referred to as English and the bungalows were not assigned a style in news reports about construction in the district. We now consider them to be Craftsman. Both expressions used a variety of materials and a picturesque, or irregular and nonsymmetrical, combination of elements. From a cut basalt raised basement to porches and balconies, and capped with large, accented dormers projecting from a cross-gabled roof, dwellings in this style are rich with varied forms and elements. Exterior cladding includes brick, wood siding, stucco and half timbering.	 **Craftsman Bungalow** While some bungalows are simple wood-framed and clad buildings, or brick sheathed, others with a mix of materials and exhibit a level of detail we now know as Craftsman Bungalows. 43 were built between 1911 and 1924. At the time they were built, Californian and Japanese influences were noted.	 **Craftsman/English Residence** 20 substantial two-story residences referred to at the time of construction as English were built between 1909 and 1924.
English 41 houses express this style. Timeframe: 1922-1940 This style draws on substantial English cottages that often have steeply-pitched roofs, front-facing gables, gabled entrances,	 **English Cottage**	 **English Residence**

and a variety of detailed elements. Another picturesque expression, there is a great deal of variety in exterior materials and roof forms. Brick is the usual exterior material. Spokane newspapers used "English" to refer to a variety of houses built during the 1920s and 1930s.	Builders as developers erected English cottages throughout Spokane. 34 stand in the district. The English Cottage offered a modest, one-and-one-half story usually brick house, an eye-catching entry with a steeply pitched roof, and perhaps a fireplace and chimney, features of more substantial houses.	English is the best term to describe a set of 8 brick residences built in the district between 1922-1935. They are substantial two-story houses built of brick or stucco. They share a prominent tall, steeply-pitched gabled entry that is perpendicular to the side-gabled roof. They also are picturesque and have a number of elements that could include dormers, steeply-pitched roofs, and multi-pane windows.
Colonial Revival 19 dwellings express this style. Timeframe: 1911-1940, 14 during the 1920s and 1930s The Colonial Revival style houses built during the second quarter of the 20th century drew on boxy shapes, steeply-pitched side-gabled or hipped roofs and minimal detail, avoiding the classical elements of Georgian colonial styles. The restoration underway in Williamsburg, VA is considered to inspire one version of Colonial Revival. By the late 1930s it was among the most popular of the Colonial Revival styles.	 **Colonial Revival Cottage** The simple Cape Cod Revival style was one of the last house types of the American Colonial era to be revived as a building form. Its simple form with a central or side front door seemed more modern than overly detailed older houses. When the house had dormers, it was considered a Williamsburg Revival; 8 cottages of this type stand in the district.	 **Colonial Revival Residence** Three Colonial Revival residences stand on the east side of S. Oneida Place between Shoshone Place and W. 21st Avenue. They demonstrate the popularity of this style from 1919 to 1927 and 1936.

	The Cape Cod cottage was a common house form for Minimal Traditional houses built after World War II.	
Dutch Colonial Revival: 5 residences express this style. Timeframe: 1913-1924 The Dutch Colonial Revival expression had been popular before houses were first built in the CHPHD in 1909. A side gambrel – two-slope – roof style is the signature element of this style. The facades are symmetrical and often dormers increased the light in the half upper story.		
Swiss Chalet Revival: 2 houses express this style. Others show influence. Timeframe: ca. 1912 The Swiss Chalet Revival style is another picturesque expression that was popular during the 1910s, as the Great Northern Railway built Swiss Chalet hotels in Glacier National Park. A low-pitched gable-front framed façade might have a balcony and overhangs. Houses often feature second-story porches or balconies with flat, cut-out balustrade and trim.	 Craftsman Bungalow with Swiss Chalet influence	

European Revival/ Eclectic Styles
19 houses express this style.
Time Frame: 1909-1936

The picturesque revival styles included Spanish and French expressions during the 1920s and 1930s. Spanish, Mediterranean and Mission expressions used clay tile roofs, stucco cladding and shaped parapets.
The French Eclectic style is rectangular in plan and symmetrical in design and is at least one-and-a-half stories in height. Hipped roofs and dormers are common.



Mission Revival Cottage

French Eclectic Residence

Eclectic Residence

Minimal Traditional
28 dwellings express this style.
Timeframe: 1939-1954

The Minimal Traditional expression is a subtype of the Modern style that was common for modest single-family cottages, residences and then dominated the appearance of ranch and split-level houses.
Most Minimal Traditional houses are rectangular in plan and have low-pitched roofs. These houses often have few architectural elements and often do not have porches.

Popular Houses and Styles

General contractors and builders acting as speculative developers made the design decisions about most of the houses erected in the CHPHD. These builders had an impact on the character of the residential building in the CHPHD in the first years, from 1909 to 1912, particularly with the English residences (Fig. 5).

420 W. 20th Avenue

421 W. 19th Avenue

728 W. 20th Avenue

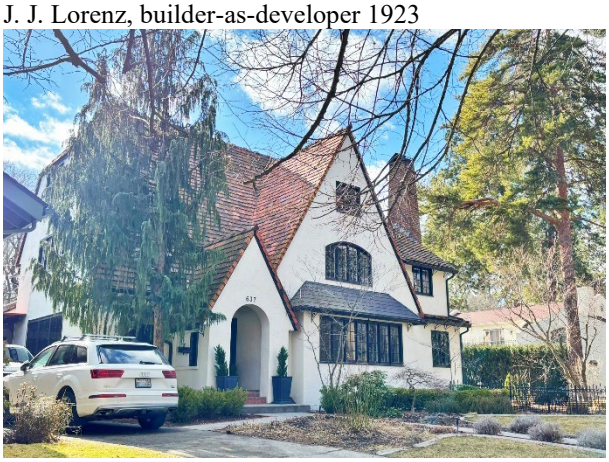
445 W. 21st Avenue

Fig. 5. Residences considered English when built and known now as Craftsman.

The builder-as-developer J. J. Lohrenz built the first of eight English residences in 1923 on the south side of Cannon Hill Park. Three additional houses, two with architects of record, followed. The last one was completed nearly a decade after the first one, suggesting an enduring appeal of the projecting narrow gabled form on the façade (Fig. 6).

737 W Shoshone
J. J. Lorenz, builder-as-developer 1923

2021 S. Stevens
Whitehouse & Price 1925



637 W. Shoshone Place
Frederick Westcott 1925

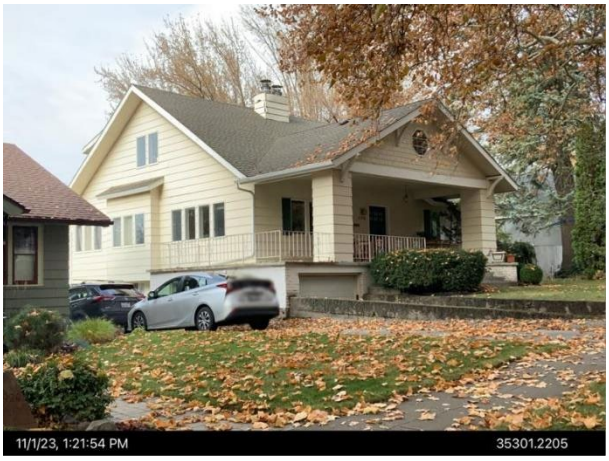
405 W. 20th Avenue
Sam Christian, builder-as-developer 1932

Fig. 6. English Residences with prominent front gables.

Bungalows introduced and popularized the concept of a good, small house for home buyers with cost on their minds. A newspaper article described one bungalow as finished with high-grade materials specifically to lure apartment dwellers to become homeowners.[12] Many families wanted houses that they could easily take care of themselves, but still wanted gracious rooms for entertaining. Architectural detailing ranged significantly in extent and quality and advertising and news stories did not necessarily preview the extent of interior design elements. (Fig. 7).

428 W. 20TH Avenue 1910

633 W. Shoshone Place 1924



1918 S. Oneida Place 1914

1905 S. Lincoln Street 1911

Fig. 7. Bungalows in the district.

[12] "In One Addition $100,000 in Homes," *The Spokesman-Review* 21 May 1911.

Where the bungalow opened the door, the cottage followed. The cottage's different appearance, after several decades of bungalow construction, was likely part of its appeal. Many of the houses were clad in brick veneer, often using close shades of orange brick and in the mottled, "tapestry brick" that provided depth of color. Others are clad in wood and a few in stucco. A covered stoop replaced front porches and outdoor activities moved to the rear patio and lawn. Builders-as-developers recognized the good fit of the compact houses on single lots as well as the attainable cost of these houses (Fig. 8).

2020 S. Post Street 1930

805 W. 21st Avenue 1930

824 W. 19th Avenue 1931

816 W. 20th Avenue 1936

Fig. 8. Brick cottages in the district.

Newspaper items about house building and houses for sale in the larger Cannon Hill neighborhood seldom mention style during the 1930s and after. Noting the presence of Williamsburg-inspired colonial designs and French Colonial references were exceptions.[13]

[13] "Five Room House Pushed" *The Spokesman-Review* 8 Mar 1931; "Bit of Williamsburg, Va. Comes to Spokane," *The Spokesman-Review* 3 October 1937.

The modern appeal of what we call Minimal-Traditional styling includes its avoidance of historic elements of architecture: there were no balustrades, columns, entablatures or complex window configurations (Fig. 9). Doors and windows were simply framed and were surrounded by one exterior siding material. The Minimal Traditional simplicity replaced the complexity of the picturesque. Two car garages and picture windows were important; porches were absent.

2024 S. Bernard Street 1941

525 W 21st Avenue 1950

627 W. 21st Avenue 1958

628 W. 19th Avenue1954

Fig. 9. Minimal Traditional houses in the district.

Despite the relatively simple and standard forms for Minimal Traditional houses, the ones built in the CHPHD are as individual as earlier houses. A small number of builders-as-developers built pairs of houses, and sometimes the similarities are visible. For instance, Warren Throop used similar forms and materials to construct two ranch houses on W. 19th avenue.

The houses built after the end of the historic period of significance,1958, maintain the patterns of earlier house construction: set compatibly into the landscape and maintaining the house-to-lot-size pattern. Two of the houses, the neo-Victorian design at 451 W. 21st Avenue and the Swiss Chalet character of 804 W. 18th Avenue are exceptions to the general pattern of avoiding historic references. The other houses convey either common or unusual residential design of the time at which they were built. Architect Nancy C. McKennon designed a residence with atypical materials at 431 W.

Shoshone Place. Timothy Rundquist designed a distinctive house using local stone, curved forms, and windows framing views of the park in 1985.

Boundary Justification

The Canon Hill Park Historic District's boundaries are based on the original plat for the Cannon Hill Park Addition and include the northern portion related to the development of the Spokane city park system. Bernard and Lincoln Streets are the east and west boundaries of both the plat and the district. The northern boundary of the plat extends along W. 18th Avenue between Bernard and Wall and then includes a block and a half north of W. 18th Avenue between Wall Street and the parcels on the west side of Lincoln Street. The northern W. 17th Avenue extension of the plat is not included in the district because it does not have the historic street trees or park-like feeling of the rest of the plat and because it has its own distinct story; builder as developer A. J. Carr built most of the houses facing W. 17th Avenue between Wall and Lincoln and others nearby during the 1930s.

The CHPHD boundary also excludes the block sold for the St. Augustine Catholic Church and includes only the historic park-facing properties on the north side of 18th Avenue. The southern boundary of the district includes both sides of W. 21st Avenue boulevard, based on the boulevard's role in city park planning and the park-like feeling that is created in the area between the park and boulevard. This boundary includes four parcels in the small Clifton Highland plat on the south side of W. 21st Avenue between Wall and Lincoln streets to capture historic properties on both blockfaces of the boulevard.

The original plat extends south of W. 21st Avenue to W. 25th Avenue, between Bernard and Wall. The southern portion is not included in this district because it had a slightly different feeling being more distant from the park. This section is identified as the Highlands for the first time in 1911. References to the boundaries of the Highlands are vague; advertisements in the newspapers advised potential buyers to get off the streetcar line at W. 25th Avenue. The portion of the historic plat known as the Highlands has a similar and related identity to the area included in the CHPHD; it could be a future addition to the district with some added context or the Highlands could be formed as a distinct district.

Summary

The designed landscape of the Cannon Hill Park Addition was inclusive – from the street plan, streets, sidewalks and tree lawns – to the pattern of shade trees, as well as the elements of the 21st Avenue boulevard. It maintains continuity in the overall appearance and experience of the district. The houses reflect common house types and styles over the decades during which they were constructed, providing variety within the landscape. The historic patterns of building, the plan for the addition documented in deed restrictions for lot size and setbacks, and building with a range of medium-to-high quality materials makes the varied residences an important part of the residential landscape.

The Jones Co. likely did not anticipate that the CHPHD would be built out over several decades, nor imagine that builders-as-developers and property owners would be so willing to disregard the deed

mandates for lot sizes that were to govern the physical development of the neighborhood. Nevertheless, this is a common historical pattern in Spokane: plans for "high-class" residential areas fell by the wayside as neighborhoods were built out with a more varied and modest housing stock over time. During the 2020s, neighborhoods like the CHPHD are highly valued for what they became. Original expectations for large houses and "view lots" gave way to a democratization of desirable building locations in the city. This pattern led to greater residential density in the CHPHD, as numerous small houses, built with consistent quality design and materials, edged the park and boulevard and lined the tree-shaded streets. The CHPHD Historic District is a cohesive designed landscape that exhibits continuity with the unavoidable small and incremental aspects of change.

Parcel Number	Address	Historic Name	Year Built	Form and Style	Architect If any	Builder	Status	Photo
35302.3707	1918 S. Post	Goodspeed House	1909	“Spanish Mission” Bungalow		William Hankins	C	
35302.4001	703 W. 20TH	Neilson House	1909	Craftsman Bungalow		Undetermined	C	
35301.2509	441 W. Shoshone		1909	Craftsman/English Residence		C. T. Rathke	C	
35301.2209	2004 S. Oneida	Morris House	1909	Craftsman/English Residence		E. W. Larson	C	
35301.2412	2015 S. Oneida		1909	Craftsman/English Residence		M. L. Pershall	C	
35301.2308	1925 S. Oneida	Hall House	1909	Originally English Residence		E. W. Larson	C	
35301.2424	437 W 20TH		1909	Residence		Undetermined	C	
35301.2611	644 W. 20TH		1910	Craftsman Bungalow		C. B. Sanderson	C	

35302.3713	1919 S. Lincoln	Stutes House	1910	Craftsman Bungalow		E. W. Larson	C	
35301.231	428 W. 20TH		1910	Craftsman Bungalow		G. Bostrom	C	
35301.2422	418 W. Shoshone		1910	Craftsman Bungalow		Undetermined	C	
35301.2305	431 W. 19TH		1910	Craftsman Bungalow		M. L. Pershall	C	
35301.2407	433 W. 20TH	Pearson House	1910	Craftsman Bungalow		John E. Anderson	C	
35301.2616	614 W. 20TH		1910	Craftsman Residence		L. Searle	C	
35302.3814	728 W. 20TH		1910	Craftsman Residence		C. T. Rathke	C	
35302.4011	634 W. 21ST		1910	Craftsman/English Residence		Gus Bostrom	C	
35301.2311	420 W. 20TH		1910	Craftsman/English Residence		William Hankins	C	

35301.242	426 W. Shoshone	Cohen House	1910	Craftsman/English Residence		E.W. Larson	C SHR	
35301.2113	514 W. 19TH	Corbaly House	1910	Craftsman/English Residence		E. W. Larson	C	
35301.2518	458 W. 21ST		1910	Craftsman/English Residence		James Whitelaw	C	
35302.3712	1934 S. Post		1911	Bungalow		C. T. Rathke	C	
35301.253	437 W. Shoshone		1911	Bungalow		L. Searle	C	
35302.4101	2006 S. Post		1911	Colonial Revival Residence		C. T. Rathke	C	
35302.4003	715 W 20TH		1911	Craftsman Bungalow		P. E. Barrett	C	
35302.3812	704 W 20TH		1911	Craftsman Bungalow		F. R. Montfort	C	
35302.3706	1905 S. Lincoln	Brown House	1911	Craftsman Bungalow		John Thomas	C	

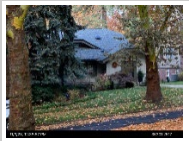
35301.2702	628 W. 21ST	Canfield House	1911	Craftsman Bungalow	Gus Bostrom	Gus Bostrom	SHR	
35304.081	517 W. 21ST		1911	Craftsman Residence		L. Searle	C	
35301.2612	636 W. 20TH		1911	Craftsman Bungalow		R. E. McHugh	C	
35301.2417	442 W. Shoshone		1911	Craftsman Bungalow	Franklin Manz	L. Larson	C	
35301.2421	422 W. Shoshone		1911	Craftsman Bungalow		G. Larson	C	
35301.2317	421 W. 19TH		1911	Craftsman Residence		O. G. Brubaker	C	
35301.2312	418 W. 20TH		1911	Craftsman Residence		G. Bostrom	C	
35302.3711	1928 S. Post	Taft House	1911	Craftsman/English Residence		William Hankins	C	
35302.371	1915 S. Lincoln		1911	Craftsman/English Residence		William Hankins	C	

35302.381	714 W. 20TH		1911	Craftsman/English Residence		Undetermined	C	
35302.3809	724 W. 20TH		1911	Craftsman/English Residence		C. T Rathke	C	
35301.2512	461 W. Shoshone		1911	Craftsman/English Residence		E. W. Larson	C	
35301.2603	611 W. Shoshone		1912	Craftsman Bungalow		J. I. Thomas	C	
35301.2527	438 W. 21ST		1912	Craftsman Bungalow	Franklin Manz	A. L. Doran	C	
35301.2525	418 W. 21ST		1912	Craftsman Bungalow	T. Magnuson	G. W. Pershall	C	
35301.2418	438 W. Shoshone		1912	Craftsman Bungalow	Franklin Manz	F. L. Montfort	C	
35301.252	448 W. 21ST	Alvis House	1912	Craftsman Residence with Swiss Chalet Influence	Franklin Manz	John Thomas, M. Endres	C SHR	
35304.0829	445 W. 21ST		1912	Swiss Chalet Bungalow		L. Searle	C	

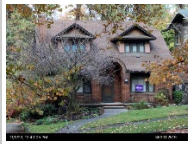
35302.4004	725 W. 20TH	Porter House	1913	Eclectic Residence	Frank G. Hutchinson	G. Bostrom	C SHR	
35302.3811	708 W. 20TH		1913	Craftsman Bungalow		S. M. Ruble	C	
35302.401	702 W. 21ST	Ritter House	1913	Craftsman Bungalow		Gus Bostrom	C SHR	
35301.2212	2008 S. Oneida		1913	Craftsman Bungalow	Cutter & Malmgren	N. M. Selander	C	
35302.3813	711 W. Shoshone	Clark House	1913	Dutch Colonial Revival Residence	Keith & Whitehouse	N. Skow	C	
35301.251	451 W. Shoshone	Lloyd House	1913	Craftsman Bungalow with Spanish Mission influence		E. W. Larson	C SHR	
35301.2416	448 W. Shoshone		1914	Craftsman Bungalow with Swiss Chalet influence		G. C. Gorsuch	C	
35301.2521	444 W. 21ST		1914	Craftsman/English Residence		Undetermined	C	
35301.2701	626 W. 21ST	Lundquist House	1914	“American” Residence	Earl Morrison	A. L. Lundquist	C	

35301.2524	428 W. 21ST		1916	Swiss Chalet Bungalow		C. E. Feltis	C	
35302.3702	823 W. Shoshone		1917	Craftsman Bungalow		H. E. Brokaw	C	
35301.2414	452 W. Shoshone		1919	Bungalow		O. M. Lilliquist	C	
35301.2513	469 W. Shoshone	Wilson House	1919	Colonial Revival, Williamsburg Residence	Whitehouse & Price	Undetermined	C	
35301.2511	457 W. Shoshone		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.241	447 W. 20TH		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2419	432 W. Shoshone		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2604	617 W. Shoshone		1919	Craftsman Bungalow		Karl J. Berggren	C	
35301.2208	1924 S. Oneida		1920	Craftsman Bungalow		Undetermined	C	

35301.2425	443 W. 20TH		1920	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2102	519 W. 18TH	Brooke House	1921	Cottage with French Colonial Revival influence	Westcott & Gifford	Philip S. Brooke	C SHR	
35301.2615	622 W. 20TH		1921	Craftsman Bungalow		Roy E. Pehrson	C	
35302.4002	707 W. 20TH		1921	Craftsman Bungalow		R. P. Jones	C	
35302.4008	714 W. 21ST		1921	Bungalow		C. H. Bemis	NC	
35304.0702	611 W. 21ST		1921	Craftsman Bungalow		Undetermined	C	
35304.0808	503 W. 21ST		1921	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2405	423 W. 20TH		1921	Craftsman Bungalow		John Anderson	C	
35301.2103	523 W. 18TH		1921	Craftsman Bungalow		Ivan B. Royal	C	

35301.2517	502 W. 21ST		1921	Craftsman Cottage		Mrs. G. A. Pehrson	C	
35301.2605	623 W. Shoshone		1921	Dutch Colonial Revival Residence		Undetermined	NC	
35301.2307	1919 S. Oneida		1921	Foursquare Residence		Concrete Construction Co.	C	
35301.2104	603 W. 18TH		1922	Bungalow		W. D. Robbins	C	
35304.0809	507 W. 21ST		1922	Colonial Revival Residence		DeArmand	C	
35304.0703	617 W. 21ST	Rice House	1922	Craftsman Bungalow		J. Aurdal	C	
35301.2614	626 W. 20TH	Baker House	1922	Craftsman Bungalow		C. B. Sanderson	C	
35302.3708	1924 S. Post	Keedy House	1922	Craftsman Bungalow		H. C. Keedy	C	
35301.2606	627 W. Shoshone	Gibbon House	1922	Craftsman Bungalow		J. W. Forrest	NC	

35301.2505	421 W. Shoshone		1922	Dutch Colonial Revival Residence		A. H. Bruett	C	
35302.3701	807 W. Shoshone		1922	English Residence		B. J. Hebert	C	
35301.2506	427 W. Shoshone		1923	Colonial Revival Cottage		E. Buxton	C	
35302.2513	718 W. 18TH	Hammerlund House	1923	Colonial Revival Residence		K. J. Berggren	C	
35301.2404	417 W. 20TH		1923	Craftsman Bungalow		John D. Anderson	C	
35302.3805	737 W. Shoshone		1923	English Residence		J. J. Lohrenz	C	
35301.2207	1917 S. Stevens	Coe House	1924	Bungalow		Undetermined	C	
35303.021	825 W. 21ST		1924	Colonial Revival Residence		H. L. Acomb	C	
35301.2613	632 W. 20TH		1924	Craftsman Bungalow		David Carlson	C	

35301.2607	633 W. Shoshone		1924	Craftsman Bungalow		Karl J. Berggren	C	
35301.2519	452 W. 21ST		1924	Craftsman/English Residence		John E. Anderson	C	
35302.2519	714 W. 18TH		1924	Dutch Colonial Revival		Edward Hokanson	C	
35301.2107	604 W. 19TH		1924	Dutch Colonial Revival Residence		Leo H. Langhammer	C	
35301.261	703 W. Shoshone	Munsil House	1924	Eclectic Revival Cottage	Undetermined	Undetermined	C	
35301.2502	417 W. Shoshone		1925	Colonial Revival Residence		E. L. Frank	C	
35303.0212	819 W. 21ST		1925	English Cottage		Undetermined	C	
35301.2112	524 W. 19TH		1925	English Residence	Wells & Bertlesen	J. F. Telander	C	
35301.2629	637 W. Shoshone		1925	English Residence	F. Westcott	Undetermined	C	

35302.4105	2012 S. Post		1926	Cottage		O. F. Anderson	C	
35301.2221	2021 S. Stevens	Hawley House	1926	English Residence	Whitehouse & Price	Larson Bros.	C	
35301.2514	2049 S. Oneida	Robertson House	1927	Colonial Revival, Williamsburg Residence	Wells & Bertelsen	Peterson & Fielsted	C	
35302.3804	729 W. Shoshone		1927	English Cottage		H. C. Keedy	C	
35301.2406	427 W. 20TH		1927	English Cottage		L. C. Morsing	C	
35301.2703	643 W. 20TH		1927	English Cottage		J. J. Plumb	C	
35301.2206	1911 S. Stevens		1928	English Cottage		A. J. Carr	C	
35302.2605	1803 S. Lincoln		1929	Cottage		Donald McFarlane	C	
35302.4104	2011 S. Lincoln		1929	Cottage		Kaleb Anderson	C	

35302.4108	812 W. 21ST		1929	English Cottage		C. W. Erickson	C	
35301.2309	434 W. 20TH		1929	English Cottage		Otto Blomquist	C	
35303.0215	805 W. 21ST	Broderson House	1929	English Cottage		R. H. Payne	C	
35302.3715	816 W. 20TH		1930	English Cottage		L. H. Bump	C	
35302.4106	822 W. 21ST		1930	English Cottage		Kaleb Anderson	C	
35302.4109	2020 S. Post		1930	English Cottage		Andrew Olson	C	
35302.4007	718 W. 21ST		1930	English Cottage		Charles Nygren	C	
35304.0807	457 W. 21ST		1930	English Cottage		F. E. Walter	C	
35302.2603	818 W. 19TH		1930	English Cottage		J. J. Plumb	C	

35302.2602	812 W. 19TH		1930	English Cottage		J. J. Plumb	C	
35302.2601	803 W. 18TH		1930	English cottage	James M. Berkey	James M. Berkey	C	
35301.2601	603 W. Shoshone		1930	English Cottage		O. C. Stammerjohan	C	
35303.0214	811 W. 21ST		1930	English Residence		Harruff Bros.	C	
35304.0704	621 W. 21ST		1930	English Cottage		Kaleb Anderson	C	
35301.2202	1908 S. Oneida	Smith House	1931	Picturesque Cottage		M. Randolph Smith	C	
35301.2219	2034 S. Oneida		1931	English Cottage		L. H. Bump	C	
35301.2314	404 W. 20TH	Alstrom House	1931	English Cottage		Kaleb Anderson	C	
35302.2604	824 W. 19TH		1931	English cottage		J. J . Plumb	C	

35301.2203	1903 S. Stevens		1931	English Cottage		Kaleb Anderson	C	
35302.3709	1909 S. Lincoln		1931	English Cottage		R. A. Dunn	C	
35303.0101	707 W. 21ST		1931	English Cottage		W. C. Peelgren	C	
35301.2413	2021 S. Oneida		1931	English Cottage		M. H. Wickman	C	
35302.252	704 W. 18TH		1932	English Cottage		E. E. Andruss	C	
35302.4107	818 W. 21ST		1932	English Cottage		C. W. Erickson	C	
35301.243	405 W. 20TH	Croyle House	1932	English Cottage		Sam Christian	C	
35301.2415	2025 S. Oneida		1935	English Cottage		John E. Anderson	C	
35301.2213	2028 S. Oneida		1935	English Residence	Whitehouse & Price	Hazen & Clark	C	

35301.2515	2055 S. Oneida		1936	Colonial Revival Residence		M. Randolph Smith	C	
35301.2602	609 W. Shoshone		1936	Colonial Revival, Williamsburg Cottage		L. G. Wrather	C	
35302.3704	833 W. Shoshone		1936	Colonial Revival, Williamsburg Cottage		B. C. Newel	C	
35301.2313	410 W. 20TH		1936	English Cottage		Kaleb Anderson	C	
35302.3703	827 W. Shoshone		1936	French Eclectic Residence	Rigg & Vantyne	Hagen & Clark	C	
35301.2617	606 W. 20TH		1936	Mission Revival Cottage		John E. Anderson	C	
35301.2516	508 W. 21ST		1936	Regency Revival Residence	M. Randolph Smith	M. Randolph Smith	C	
35302.4006	726 W. 21ST		1937	Colonial Revival Residence		Gus J. Bouten	C	
35302.3803	723 W. Shoshone		1937	Colonial Revival Garrison Cottage		G. A. Carson	C	

35302.4009	708 W. 21ST		1937	Colonial Revival, Williamsburg Cottage		John Dostert	C	
35302.3714	822 W. 20TH		1937	English Cottage		Otto Stammerjohan	C	
35304.0802	411 W. 21ST	Warren House	1937	English Cottage		Ed Stammerjohan	C	
35302.3705	835 W. Shoshone	Peck House	1938	Colonial Revival Residence		L. M. Stair	C	
35301.2618	2058 S. Oneida		1938	Minimal Traditional Residence		E. D. Harriman and Howard Noble	C	
35301.2211	1927 S. Stevens		1939	Colonial Revival, Williamsburg, Cottage		M. H. Wickman	C	
35301.2107	608 W. 19TH	Kohlheep House	1939	English Cottage		Emma Johnson	C	
35301.2303	1916 S. Bernard		1939	Minimal Traditional Cottage		Kaleb Anderson	C	
35301.221	1925 S. Stevens		1940	Remodeled Colonial Revival, Williamsburg, Cottage		M. H. Wickman	NC	

35301.2109	614 W. 19TH		1940	English Cottage		I. W. St. John	C	
35301.2106	609 W.18TH		1940	English Cottage		Matt Remsing	C	
35302.411	802 W. 21ST		1941	Colonial Revival Residence		G. J. Bouten	C	
35301.2504	2016 S. Bernard		1941	Colonial Revival Cottage		Gus Bouten Const Co.	C	
35301.2108	611 W. 18TH		1941	Minimal Traditional Cottage		Frank J. Blackwell	C	
35301.2526	2024 S. Bernard	Clyde Millard House	1941	Minimal Traditional Cottage		Gus Bouten Const. Co	C	
35301.2114	504 W. 19TH	Dwinnel House	1941	Minimal Traditional Residence		Henry G. Mansur	C SHR	
35303.0109	717 W. 21ST		1942	Minimal Traditional Residence		C. Masters	C	
35301.2427	2008 S. Bernard		1942	Minimal Traditional Residence		Frank B. Jenkins	C	

35301.2423	410 W. Shoshone		1946	Minimal Traditional Cottage		N. R. Small	C	
35301.2503	2014 S Bernard		1946	Minimal Traditional Cottage		Undetermined	C	
35302.3806	1927 S. Post		1946	Minimal Traditional Residence		Undetermined	C	
35301.2501	2012 S. Bernard		1947	Minimal Traditional Cottage		Undetermined	C	
35302.3717	1944 S. Post		1948	Minimal Traditional Ranch		Gus Bouten Const. Co	C	
35301.2213	2018 S. Oneida		1949	Picturesque Residence		Paul Blomquist	C	
35301.2201	1902 S. Oneida		1950	Minimal Traditional Ranch		Jacob Schwartz	C	
35304.0812	531 W. 21ST		1950	Minimal Traditional Residence		W. E. McGourin	C	
35304.0811	525 W. 21ST		1950	Minimal Traditional Residence		W. E. McGourin	C	

35304.0803	423 W. 21ST		1951	Minimal Traditional Residence		W. E. McGourin	C	
35302.4103	2007 S. Lincoln		1952	Minimal Traditional Ranch		H. E. Nehrlich	C	
35302.4102	2003 S. Lincoln		1952	Minimal Traditional Ranch		H. E. Nehrlich	C	
35302.4005	2019 S. Post		1952	Minimal Traditional Residence		E. R. Spencer	C	
35301.2214	2003 S. Stevens		1953	Residence		Otto Blomquist	C	
35304.0701	607 W. 21ST		1953	Minimal Traditional Residence		Crescent Investment	C	
35301.2302	1914 S. Bernard		1954	Minimal Traditional Ranch House		John G. Boehm	C	
35301.2111	628 W. 19TH	Throop House	1954	Minimal Traditional Ranch House		Warren Throop	C	
35301.2110	620 W. 19TH		1954	Minimal Traditional Ranch House		Warren Throop	C	

35301.2301	403 W. 19TH		1954	Minimal Traditional Ranch House		John G. Boehm	C	
35301.2411	2003 S. Oneida		1954	Minimal Traditional Split Level		Guthrie Investments Inc.	C	
35304.0805	433 W. 21ST		1956	California Ranch House		Doerschlag & Svenson	C	
35304.0705	627 W. 21ST		1958	Minimal Traditional Ranch House		Frank M. Brown	C	
35301.2306	1907 S. Oneida		1958	Minimal Traditional Ranch House		T.C. Hughes	C	
35304.0804	429 W. 21ST		1966	Residence		Robert Dawson	NC	
35301.2205	1918 S. Oneida		1984	Craftsman Bungalow		Undetermined	NC	
35301.2204	1909 S. Stevens	Rundquist House	1985	Modernistic Cottage	Tim Rundquist	Undetermined	NC	
35301.2315	417 W. 19TH	Barr House	1993	Residence		Undetermined	NC	

35304.083	451 W. 21ST	Mayer House	1994	Neo-Eclectic Victorian Residence		Briar Hill Builders	NC	
35301.2318	425 W. 19TH		1994	Residence		Briar Hill Builders	NC	
35301.2529	431 W. Shoshone		1998	Residence	Nancy McKennon	Undetermined	NC	

Section 8: Statement of Significance and Narrative Evidence

Statement of Significance

The Cannon Hill Park Historic District[14] is significant in Spokane, Washington, as a designed and developer-shaped residential area. Created as the City of Spokane developed its overall park system, the neighborhood provided buyers an opportunity to reside in an extended park-like setting near two city parks, Manito and Cannon Hill.

The district is significant in the area of City Planning and Development and recognizes the influence of developers, including Arthur D. Jones, who oversaw CHPHD design decisions as president of both the Cannon Hill Co. and the Arthur D. Jones & Co. (Jones Co.) real estate firms. The CHPHD includes a city park and boulevard (both recommended by the 1908 Olmsted Plan for Spokane's park system), as well as the park-like landscape established in 1909-1910 that dominates and characterizes the entire neighborhood.

The Cannon Hill Co. proposed a plat that accommodated a city park and boulevard and, like other developers at the time, invested significantly in preparing the land for residential lots: regrading and laying sidewalks and curbs, installing water mains and a sewer system, and planting shade trees lining the streets. The Cannon Hill Co. used deed restrictions to prohibit the construction of apartment houses and commercial buildings. While similar plans were made for other residential neighborhoods, Jones's intentionality is well-documented and evident in the residential landscape. Following an initial wave of construction during the early 1910s, the CHPHD developed slowly over several decades. The varied residential building types and styles from the first period of development were common in Spokane and contribute to the vision Jones promoted for the neighborhood.

The extended period of CHPHD house construction is typical of Spokane after about 1910, when the availability of platted subdivisions outweighed stagnant population growth and outside influences impacted the economy. The initial CHPHD vision endured with one major modification: during the 1920s and 1930s builders substituted numerous modest well-designed houses for the substantial residences on double lots initially required at corner properties and facing Cannon Hill Park and the W. 21st Avenue boulevard. The prolonged development results in a continuum of residential design reflecting similar scale, relative cost, and extent of stylistic expression.

Today, the topography and shade tree canopy established by the Cannon Hill Co. still dominate the landscape and merge with the park and boulevard. Appreciation for these long-established shade trees has replaced the early emphasis on lots with views of the city or of Cannon Hill Park and its lake. In addition, the early emphasis on single-family home construction has endured and contributes to the character of the neighborhood.

[14] The platted addition to the City of Spokane, Cannon Hill Park, shares the name of the park within its boundaries, and hence can cause confusion. CHP is used to refer to the addition and Cannon Hill Park to the city park.

The CHP Historic District has a high degree of all types of historic integrity. It represents common patterns in neighborhood construction, as well as the evolution of an idealized residential concept envisioned near the end of Spokane's early 20th century boom period.

The CHPHD is experienced in the 21st century as a gracious historic residential neighborhood. Residential landscaping is varied and well-developed. Many of the street trees planted ca. 1910 still stand; their branches now hide views of the city and park but offer shady walks through the neighborhood to spend time in nearby parks. Cannon Hill Park's small lake still hosts ice skaters; children and adults enjoy activities on the broad lawn that replaced an early wading pool. While early and mid-20th century housing dominates the district's streetscapes, the continuum of architectural house forms and styles includes a handful of residences constructed after 1958.

The Period of Significance for the CHP Historic District extends from 1909 to 1958, when the post-World War infill construction period came to a close and 96 percent of the residential lots were built on. The last new dwelling erected in the district dates to 1998.

Considered as a landscape, the historic district exhibits Spokane's typical pattern of infill residential development, undertaken by general contractors acting as speculative developers. Within the CHPHD, these builders-as-developers followed this pattern after the first few years of development through the 1950s post-World War II building boom. All homes built between 1909 and 1958 are contributing, except for four that have been altered to the extent that their original design is not clearly evident: 1925 S. Stevens Street, 623 W. Shoshone Place, 627 W. Shoshone Place, and 607 W 21st Avenue. 1918 S. Oneida Place was rebuilt in 1984 after a fire and is also considered non-contributing to the district. Many of the other houses have existing additions and minor alterations that do not significantly alter their contribution to the neighborhood streetscapes and do not impact the dominance of the landscape. Six houses were built between 1966 and 1998 and are considered non-contributing to the district because of their dates of construction. Cannon Hill Park and the central boulevard of W. 21st Avenue between S. Bernard and S. Lincoln streets contribute significantly to the character of the district.

Eight properties in the district were individually listed in the Spokane Register of Historic Places prior to the creation of this district (Table 3). Most of the nominations support architectural significance. Two of the three properties developed by general contractor Gus Bostrom include Community Planning and Development as an additional area of significance. The Dwinnell House at 504 W. 19th Avenue is listed in recognition of the fallout shelter built on the property in 1961.

Table 3. Properties Individually Listed in the Spokane Historic Register

Address	**Date**	**Significance**	**Date Listed**
519 W. 18th Avenue	1921	Architecture	2021
504 W. 19th Avenue	1941	Cold War Social History	2022
725 W. 20th Avenue	1913	Architecture	1999
448 W. 21st Avenue	1912	Architecture and Community Planning & Development	2006

628 W. 21st Avenue	1911	Architecture and Community Planning & Development	2006
702 W. 21st Avenue	1914	Architecture	2023
451 W. Shoshone Place	1910	Architecture	2022
426 W. Shoshone Place	1911	Architecture & Community Planning & Development	2005

Historic Context

Spokane at the beginning of the 1910s

Near the end of the first decade of the 20th century, Spokane was well on its way to becoming the largest city in the inland northwest. The population was rapidly increasing. The city made plans for an extensive park system. Developers expanded the city significantly with newly platted neighborhoods. In fact, Spokane's boosters were almost too enthusiastic. For Spokane, as throughout the 19th and early 20th century American West, the boom-and-bust cycles of its mining, timber, and agricultural industries continued to change carefully laid plans.

Spokanites adopted a "boosting spirit" during its long heyday from 1903 and 1913. City boosters used statistics to claim explosive growth for Spokane and its hinterlands. Its population almost doubled from 1902 to 1907. Bank deposits grew from seven million dollars in 1903 to 24.5 million in 1907, and prosperous residents invested a notable portion of their wealth in building up the city. Entrepreneurs established most of the 230 industries and businesses, and by the fall of 1907 over 6,000 building permits had been issued.[15]

Many histories of Spokane emphasize this boom period when building construction mirrored rapid increases in population. Few of them explain the reasons for and realities of the period that followed. Historian Holly George draws on William Hudson Kensel's study of Spokane's economic history to note that wealthy industrialists were already experiencing a relative loss of economic power during the later years of the boom period. National and international markets and "Eastern capital" soon controlled more and more of the extractive industries and railroads. Both American and Canadian firms purchased local operations.[16] Spokane's rather isolated location in the Inland Empire became more double-edged. Isolation provided a large commercial hinterland, but the city was peripheral to other circulation systems and markets. Its inland location engendered a long battle over freight rates and even the largest commercial concerns in the city realized the limits of their influence.

Charles Francis Adams and other Easterners shaped the economy and physical form of Spokane during this first decade of the 20th century. Adams, grandson and great grandson of American presidents, probably became interested in Spokane when he was president of the Union Pacific Railway and active in railroad affairs. In the late 19th century he had invested in land in and around

[15] In the first decade of the new century, Spokane's population more than tripled, from 36,848 to 104,402.
[16] Holly George, *Show Town: Theater and Culture in the Pacific Northwest, 1890-1920* (Norman: University of Oklahoma Press, 2016), p 112.

Spokane, as well as in Lewistown, Idaho. During the early 1900s, Adams visited Spokane frequently and expressed interest in the city's development, especially in its park system.[17]

Adams purchased a former brickworks, a 120-acre parcel on the South Hill between 1905 and 1908. He then donated the clay quarry portion, approximately 13 acres, to the city for a park. Arthur D. Jones took an option on the purchase of the rest of that parcel in 1909.[18] That same year Adams sold to the Malloy Brothers and associates, a 640-acre parcel just north of the terminus of the Northwest Boulevard streetcar line which would become the Boulevard Park Addition. Adams also sold a large parcel at the southeast corner of the city that became the Lincoln Heights Addition. Jay Lawyer and W. H. Kiernan, doing business as The Western Trust & Investment Co., platted 600 of the 900 acres of this parcel during the spring of 1909.[19]

Aubrey White, longtime President of the Spokane Board of Park Commissioners, noted in *The Spokesman-Review* in February 1909, that during the past six months nearly 2,800 acres, almost all within the city limits, had been platted or sold to those intending to do so. These 11,000 lots could accommodate another 55,000 in population.[20] Among this surge of housing choices, the Cannon Hill Park Addition lots came onto the market in 1910.

But the 1920 federal census confirmed what those in the real estate sector already experienced. The dire news was a population drop of nearly 200 rather than continued rapid growth. Land transfers and platted residential areas had set the stage for dispersed rather than concentrated development. Investors began purchasing lots for resale, and the builders-as-developers who had already built "spec" houses allowed realtors to offer many at bargain prices, "less expensive than new construction." In the long term, this situation resulted in varied streetscapes throughout the city, where houses of different sizes, construction dates, and stylistic expressions stand side-by-side.

Cannon Hill Park and West 21st Avenue: Part of the Olmsted Brothers Plan for Spokane's Park System.

Cannon Hill Park shares some patterns of development with other city parks, but its transformation from a brick clay quarry and brickworks is a singular story. Historians consider J. T. Davie as an influential, long-lasting pioneer Spokane brickmaker, who sold bricks within three years of his 1879 arrival. In 1886, after working other clay deposits, Davie moved his brickyard to the South Hill. He partnered with contractor Henry Brook, who owned 40 acres on the hill, and together they purchased 80 adjacent acres. Davie ran the brickyard, while Brook erected buildings with its output. Davie recounted that in 1887 he began using a "brick machine," but the overworked brickmaker eventually sold out to Brook after producing 3,000,000 bricks mostly by himself when laborers were in short

[17] The Spokane newspapers reported frequently on Adams' visits to the city and activities.
[18] "Jones Buys Adams Tract," *Spokane Daily Chronicle*, 27 November 1908, p. 1.
[19] "Boulevard Park, Big Acre Tract Project in City Limits," *The Spokesman-Review* 4 April 1909, Part 3, p. 1; "Lincoln Heights is the Name of Spokane's Biggest Addition," *The Spokesman-Review* 7 March 1909, Part 3, p. 1. "Park Areas Vanishing" *The Spokesman-Review* 28 May 1909, p. 1.
[20] "Park Areas Vanishing" *The Spokesman-Review* 28 May 1909, p. 1.

supply. Soon after, Brook established a partnership with J. H. Spear which then became the Washington Brick and Lime Co.[21]

By about 1905, Brook and Spear had exhausted their South Hill clay deposit. Three years later, as promised, its new owners, the Adams Investment Co. donated the scarred clay quarry to the city for a park, first known as Adams Park.[22]. The company's action mirrored other park land donations city-wide: A. M. Cannon and J. J. Browne for Coeur D'Alene Park in Browne's Addition, F. Lewis Clark for Liberty Park, and D. C. Corbin for Corbin Park.[23] These businessmen recognized the multiple values of neighborhood parks which helped to sell residential lots, served as amenities for local residents, and supported overall city civic pride and development.

The sweeping 1908 Spokane Park Plan, delivered by the Olmsted Brothers firm of Brookline, Massachusetts, included Adams Park and Adams Boulevard, now known as Cannon Hill Park and West 21st Avenue. Olmsted Brothers would soon implement their recommendations for the design of three existing parks: Adams, Liberty and Corbin. In 1913 at Jones Co. request, the Parks Board selected the new name for Adams Park.[24]

The Olmsted Brothers' 1909 design layout for Adams/Cannon Hill Park followed their 1908 recommendations (Fig.10) with some minor exceptions. Newspaper articles described the brickyard quarry as 15 feet deep[25] and as a hole in the ground, unsalable for residential purposes.[26] The Olmsted Brothers report noted that most of the excavated areas were 8 to 10 feet deep and there were no trees on the property. The presence of trickling water on the property supported the decision to incorporate one or more lakes into the design.[27]

They had suggested that the deed-stipulated lake be "shallow, so as to serve as a wading pool and for safety when used for skating." Noting that older boys could play sports at nearby Manito Park, they thought that Adams Park should be "refined and pretty," intended for small children. Where possible, adjacent lots should be elevated above the park drives (also called driveways) and tree lawns. Their 1909 design layout implemented these ideas: a large lake on the park's east side with several islands connected by rustic footbridges; another rustic stone bridge crossing a stream connecting lake and wading pond on the west side; regularly placed trees as shade perimeter on both

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[21] N. W. Durham, *History of the City of Spokane and Spokane County* (S. J. Clarke Publishing Company, 1912). pp. 367-368.
[22] Stephen Emerson and Linda Yeomans, *An Historic Property Inventory of Selected Properties in the Cannon Hill Park Addition, Spokane County, Washington; Survey Project Report* (Spokane, 2008), pp. 5, 7.
[23] Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form*, 2013. p. E-23.
[24] Doyon, p. E-17; "Show Growth of the Parks," *Spokane Daily Chronicle* 11 February 1913, p. 15, refers to the park as the "Cannon Hill or Adams Park" in its overview of work at each location. The stone restroom building had been completed. "Cannon Hill is Real Park Name," *The Spokesman-Review* 21 November 1913, p. 10.
[25] *Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913,* known also as the Olmsted Report p. 87.
[26] "Street Puzzle and Big Hole," *Spokane Press*, 8 March 1909.
[27] Joan Hockaday, *Greenscapes: Olmsted's Pacific Northwest* (Pullman: Washington State University Press, 2009), p. 107.

sides of the park's "border drives." Eventually, the wading pond proved unfeasible and became a lawn, joining the two lawns and restroom structure designed on the northwest side of the lake.[28]

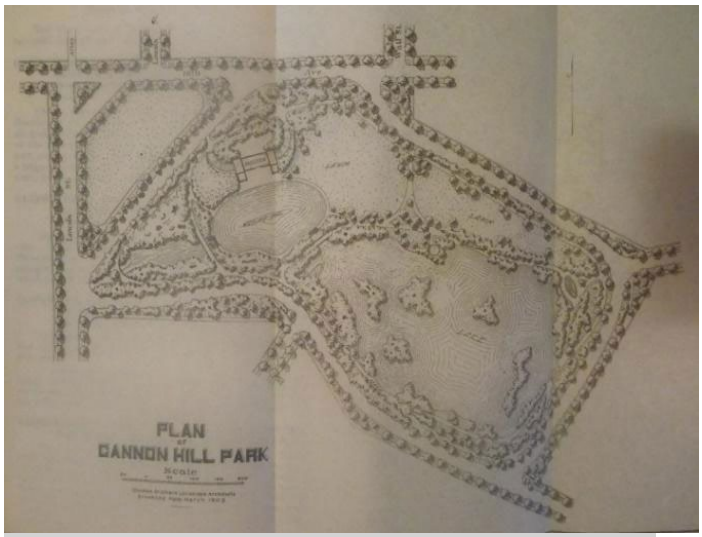

Fig. 10. Plan for Cannon Hill Park, 1909. Source: Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form*, 2013. P. 55.

The boulevard form of W 21st Avenue was part of a drive system that connected city parks (Fig. 10).[29] W. 21st Avenue connected Manito Park and Cannon Hill Park with the proposed East Latah Parkway – now known as S. High Drive – at the edge of the bluff. The 21st Avenue boulevard, two-thirds of a mile long, would be wider west of Lincoln Street, a full 150-feet wide.[30]

As in other portions of the CHPHD, the Jones Co. planned to plant W. 21st Avenue with identical London plane trees. The company's advertisements included a depiction of the W. 21st Avenue boulevard lined with large residences and trees planted on both residential tree lawns and boulevard (Fig. 11).[31] By early 1910, the Jones Co. had established the boulevard's character with consistent plantings east of Wall Street. The City had not yet adopted a plan for the western portion of the boulevard, but intended to plant a variety of trees in contrast to those already at the eastern end of the boulevard.[32]

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[28] "Plan of Cannon Hill Park, Olmsted Brothers, Landscape Architects, Brookline, Mass, 1909," appeared in the *Report of the Board of Park Commissioners*, *Spokane, Washington, 1891–1913*. Descriptions of Adams Park and the lots surrounding it are confusing as it was proposed that there be no barrier of a street between the houses and the park. Yet the plans show "drives" which became streets surrounding the park.

[29] "City of Spokane, Washington, Outline for System of Parks and Parkways," Olmsted Brothers, Landscape Architects, Brookline, Mass, April 1908 on R. L. Polk & Co's. Map of the City of Spokane Washington, 1907.

[30] *Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913,* known also as the Olmsted Report p. 78; Doyon, p. E-16, E-18.

[31] Arthur B. Jones & Co. advertisement, *The Spokesman-Review* 19 September 1909.

[32] "Long High Drive Assured on Cannon Hill," *The Spokesman-Review* 13 March 1910.

Olmsted plan for parks and parkways shown on a modern city map. Source: Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form, 2013*. p. 62.
Fig. 11. W. 21st Avenue boulevard

Depiction of what the W 21st Avenue boulevard could look like. Arthur B. Jones & Co. advertisement, *The Spokesman-Review* 19 September 1909.

Soon after the receipt of the Olmsted Brothers report, Spokane city residents passed a $1 million bond issue to implement the plan and create Spokane's park system. John W. Duncan oversaw the work on the existing parks, including Cannon Hill Park. The lake was filled with water during the early summer of 1912 (Fig. 12) and the park drives were macadamized, finished with compacted small gravel, after a 1913 description of the park.[33] The lake in Cannon Hill Park became a popular ice-skating venue.[34]

[33] "Show Growth of the Parks," *Spokane Daily Chronicle* 11 February 1913, p. 15.
[34] "Skaters are Reveling These Crisp Days on Southside Park Lagoons," *The Spokesman-Review* 13 December 1912.

Adams Park in Cannon Hill Has Scenic Lakes

Has Seven Acres of Water.

Fig. 12. Cannon Hill Park Lake with islands, as designed by the Olmsted firm.
Source: *The Spokesman-Review* 1 December 1912.

The Arthur D. Jones & Company Designed Cannon Hill Park Addition

Arthur D. Jones was active in Spokane real estate and civic matters from his 1887 arrival in the city until his death in 1934. He operated one of the oldest, most long-lasting, and influential real estate firms, which his sons eventually joined. Jones arrived in time to help rebuild downtown Spokane after the fire of 1889, handled numerous downtown commercial buildings over the years, and platted and developed many residential areas, including the Keystone Addition (1890), Richland Park in the S. Perry district (1903), the Hill Addition on the South Hill near Cliff Drive (1903), and Old Home Addition (more than one with similar names), as well as many areas of Hillyard. His involvement with the Inland Electric Railroad included platting the towns along its extensive routes.[35]

Beginning as early as August 1909 the Jones Co. promoted the Cannon Hill Park Addition on behalf of the Cannon Hill Co., the owners of the tract.[36] As president of the Cannon Hill Co., Arthur D. Jones signed deeds as lots were sold. While the Jones Co. newspaper advertisements and other documents kept the two identities distinct, Jones managed both businesses and shaped the CHPHD.

[35] "Death Summons Arthur D. Jones" *The Spokesman-Review* 1 April 1935, p. 8.
[36] The principals of the Cannon Hill Co. were not identified in articles in the *Spokane Daily Chronicle* or *The Spokesman- Review* during 1909.

The Vision for a Park-like Landscape

To oversee design, platting and sales in its new Cannon Hill Park Addition, the Jones Co. relied on some twenty years of experience with Spokane real estate, including earlier platted additions.[37] In 1909-10 the Cannon Hill Park Addition claimed one of the last available areas for development in the western portion of South Hill, north of 29th Avenue.[38] The Jones Co. promoted the Cannon Hill Park Addition as having several desirable qualities (Fig. 13). Its "close-in" location – within a mile and a half from downtown – and service by two streetcar lines made the neighborhood only 18 minutes away from downtown.[39] A Jones Co. advertisement asserted that this new line changed "the complexion of the whole upper hill."[40]

Jones Co. promotional material emphasized exclusivity and good value at the same time. The addition offered lots "cheaper than in any other equidistant part of the City," Speaking to speculative lot owners and potential builders-as-developers, messages emphasized the possibility of realizing large profits. This sales pitch recognized that with so many lots on the market, investing for future re-sales was an important way for everyone to endure a softening in demand. One advertisement presented examples of how in a short time lots had changed hands several times, always at a profit.[41] At the same time, Jones promoted "Buy Your Homesite in Cannon Hill Park Now" as all the improvements were completed and choice lots were available for $1,000. At the end of October 2010, a Jones Co. advertisement asked "What are YOU Doing about Cannon Hill Park?"[42]

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[37] It seems likely that the Jones team included a landscape architect, perhaps one working for the Olmsted Brothers. No evidence found to date identifies one, and this Jones project is not in the list of projects that the Olmsted Brothers undertook in Spokane.

[38] The Spokane County Index of Plats (October 6, 2010) list includes two entries for the Cannon Hill Park Addition, one noting blocks 1-25 in 1909 and another one in 1910. As the Cannon Hill Park Addition remained 25 blocks in size, the 1910 plat may be for what was referred to as the Highlands of Cannon Hill Park.

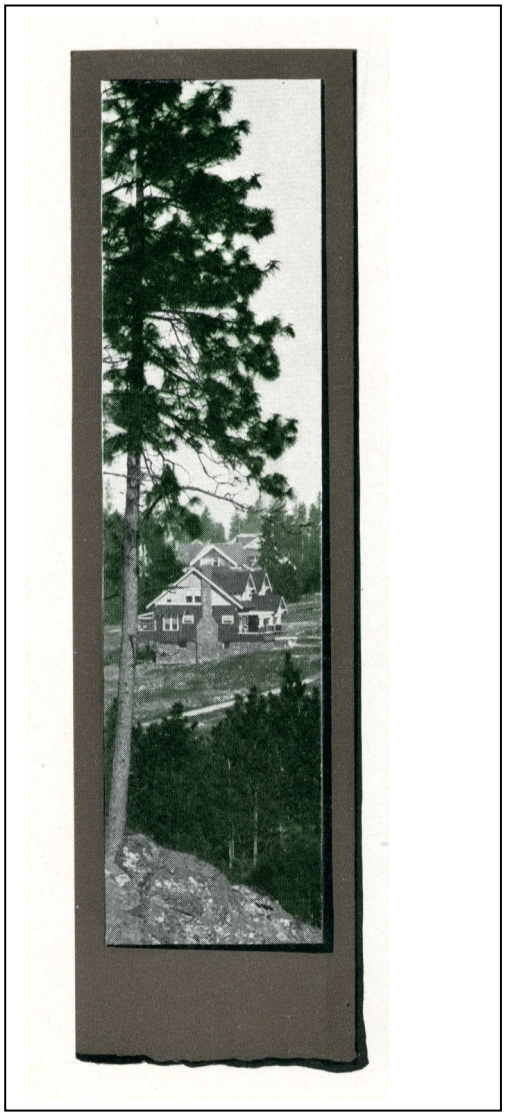
[39] "Cannon Hill Park Car Line Opens Tomorrow" *Spokane Daily Chronicle*, 15 October 1910, p. 18; Arthur D. Jones & Co. Offer Spokane's Finest Viewpoint Cannon Hill Park," *The Spokesman-Review* 7 March 1909.

[40] "Cannon Hill Park Car Line Opens Tomorrow."

[41] "Sale Opens Today, The Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911; Arthur D. Jones & Company advertisement, *The Spokesman-Review* 25 April 1909.

[42] "What are YOU Doing about Cannon Hill Park" *Spokane Daily Chronicle* 29 October 1910, p. 18.

Fig. 13. Source: Jones Co. real estate brochure.



The Jones Co. extensively promoted its vision for the addition, touting its concrete streets and sidewalks and tree lawns planted with regularly spaced shade trees (Fig. 14). Out of sight, but important, amenities included steel water pipes and sewer connections. The company promoted the neighborhood's swaths of lawn, common and highly desirable throughout Spokane.

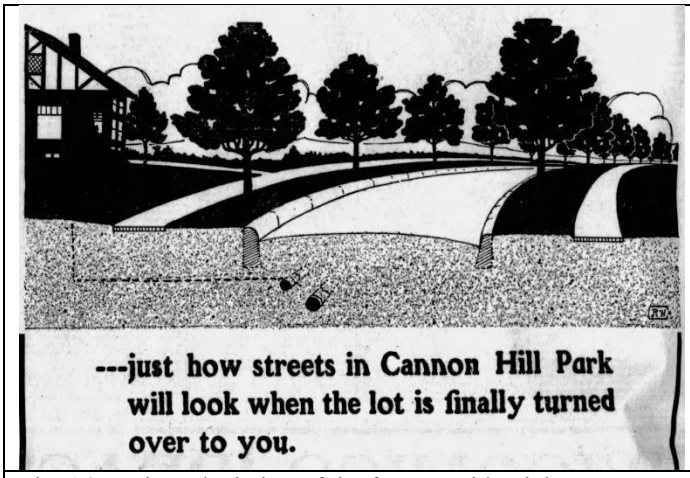


Fig. 14. Artist's depiction of the future residential area. Source: Arthur D. Jones advertisement, *The Spokesman-Review* 25 July 1909.

The plat approved by the city in 1909 presented as many lots as possible facing Cannon Hill Park (Fig. 15). Jones & Co. and the Cannon Hill Co. may not have introduced any completely new ideas about how an ideal residential landscape should be, but the thorough landscape design and promotional text emphasized the amenities that people wanted. The Spokane City Council passed an ordinance that allowed the Cannon Hill Co. to complete at its own expense the steel pipe water main system which would then become property of the city. Although electric utility poles are not mentioned in the promotional descriptions, the Jones Co. seemed to follow the Olmsted Brothers Report thinking on the positioning of poles and electric lines, "The poles carrying electric wires of various sorts occupying the streets are a great disfigurement to the city. …Where there are alleys available, no pole locations should be granted on adjoining streets, except where absolutely

necessary."[43] The alleys in the neighborhood were used for poles and others stand at the abutting rear property lines. The landscaping work included positioning top soil on the tree lawns. Lots were sold with deed restrictions that addressed physical components of the property. Advertisements for the CHP made it clear that only single-family homes of a certain quality could be built in the addition and that apartment buildings and stores, as well as temporary houses, were excluded.[44] Deed restrictions required a standard setback from the street and for corner lots, side setbacks as well, that reflected how dwellings were commonly sited in Spokane. Since corner properties were required to consist of more than one lot, substantial houses marked the corners. The minimum cost for dwellings was set at $3000, with $4000 being the minimum for residences facing the park and the W. 21st Avenue boulevard.

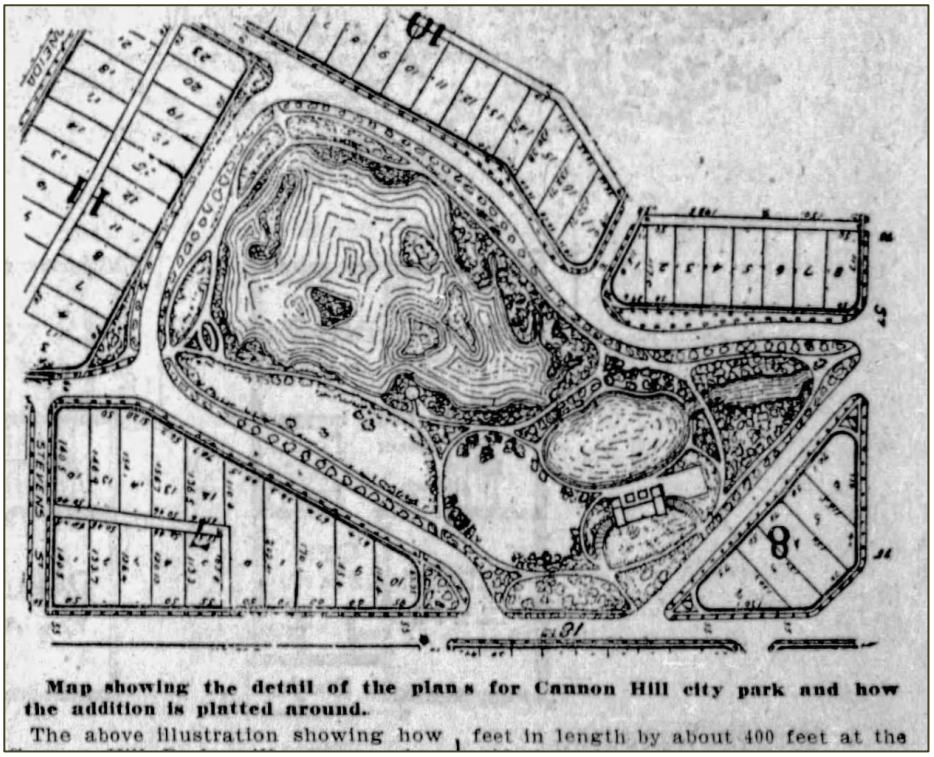


Fig. 15. Plan for Cannon Hill Park and surrounding blocks depicting tree planting plan. Note: The image is reversed with north at the bottom. Source: *The Spokesman-Review* June 20 1909.

Jones's map of South Hill (Fig. 16) showed the area west of Division Street including only a portion of Manito Park. Jones thus avoided mention and comparison with the larger, exclusive Rockwood

[43] Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913, known also as the Olmsted Report 1913, pp. 100-01.

[44] *The Spokesman-Review* on May 22, 1910, printed an Arthur D. Jones company map indicating that the Cliff Park and South Side Cable additions had restrictions comparable to those adopted for CHP. Text emphasized that the lots in all the other additions on the South Hill had been sold, and therefore no restrictions could be added. Of course, the text asserted, "high-grade residences are going to Cannon Hill Park." Apartments were seldom constructed south of 14th Street, where developers and property owners embraced the concept of neighborhoods filled with just single-family dwellings.

neighborhood laid out by the prestigious Olmsted Brothers firm working with Robert Grinnell at the same time.[45]

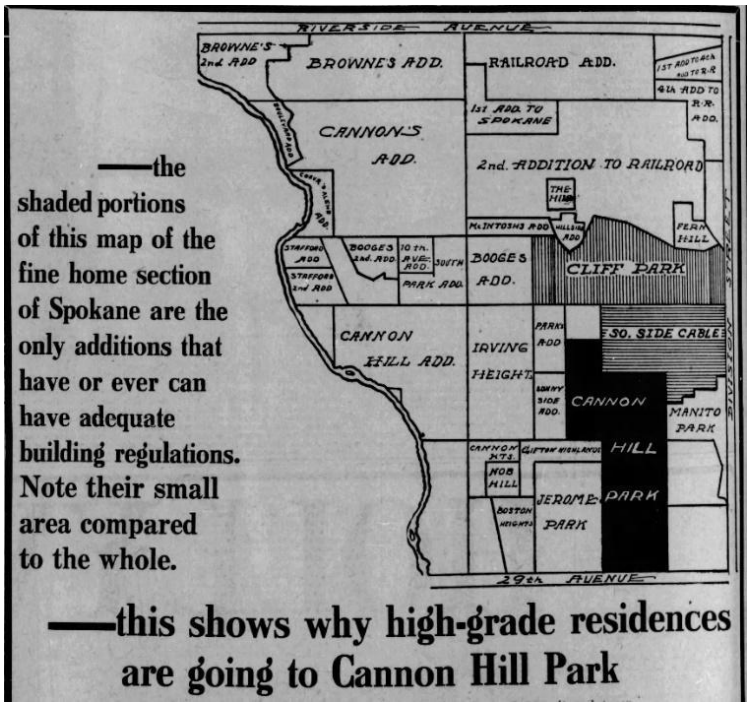


Fig. 16. Arthur D. Jones & Co. advertisement with map showing surrounding platted additions and making claims for the superiority of the Cannon Hill Park addition. Source: Arthur D. Jones & Co. advertisement, *The Spokesman-Review* 22 May 1910.

From Streetcar Lines to Garages

At the time before most residents owned automobiles, developers and real estate professionals considered streetcar lines essential. Public streetcar transportation had proven important for development of the lower South Hill and would be key to expanding neighborhoods up the relatively steep South Hill.[46]

The first-constructed Cannon Hill cable line avoided the steepest grades and the need for cutting through rock. As it did not extend south of 10th Avenue and ran west on Elm, it did not serve the area of the CHPA. By 1910, when the Jones Co. made the CHPA lots available, the Washington Water Power Co's Cannon Hill line, extended south through the central west residential area of the South Hill, served the CHPA as it skirted the addition on the west side on Lincoln Street.[47]

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[45] The first houses were being erected in the Rockwood neighborhood at the same time that Jones was promoting Cannon Hill Park. Sally Reynolds, *Rockwood Historic District National Register of Historic Places Nomination*. Spokane, 1996. Arthur D. Jones & Co. advertisement, *The Spokesman-Review* May 22, 1910. The map may include an error, showing that the Cannon Hill Park Addition extended to 29th Avenue rather than 25th Avenue.

[46] Logan Camporeale, *Cannon Streetcar Suburb District Spokane Register of Historic Places Nomination*. Spokane, 2022. pp 7-1 and 8-1.

[47] Chas. V. Mutschler, Clyde L. Parent and Wilmer H. Siegert, *Spokane's Street Railways and Illustrated History*. Spokane: Inland Empire Railway Historical Society, 1987. p. 48 and Robert B. Hyslop, *Spokane's Building Blocks*, Spokane, 1983, pp. 383-384.

A second streetcar line served CHPA residents; it ran along the east side of Bernard Street from 14th to 25th Avenues. This line diverged from the Cannon Hill Line at S. Adams Street and W. 9th Avenue, meandered southeast, and ran a short distance on W. 14th Avenue to Bernard Street. After 1910 it was extended to W. 17th Avenue and Bernard and then to 33rd and Division. In 1923 it was known as the West Cleveland-Cable Addition line (Fig. 17).

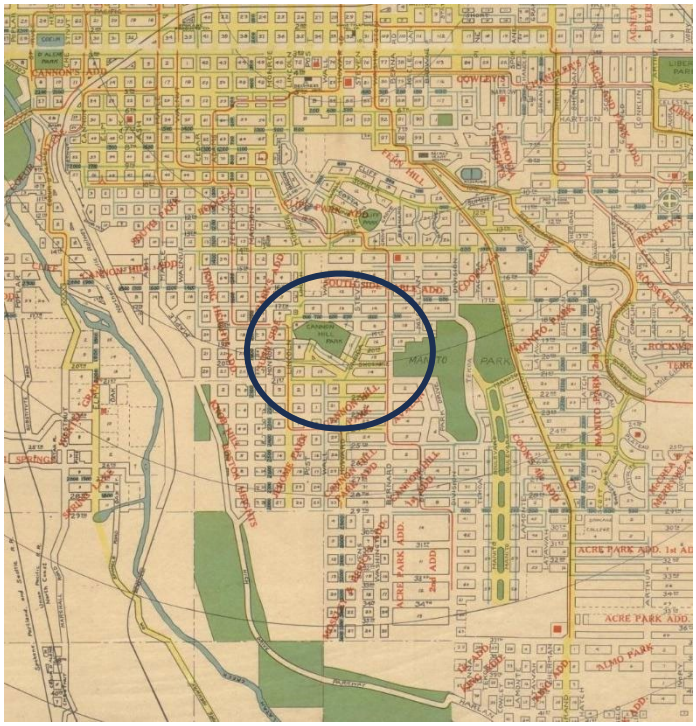


Fig. 17. Portion of 1922 streetcar system map, Spokane. CHPA lines in oval. Source: Spokane Historical, https://spokanehistorical.org/files/show/4063.

Although the Jones Co. advertisements promoted streetcar lines serving their addition, 1910 was the peak year of Spokane streetcar line ridership. By 1915 the Washington Water Power Co. was no longer expanding any lines. As automobile ownership and use increased, builders began providing free-standing garages with most houses or tucking one-car garages into part of the basement. The Spokane streetcar system operated until 1936; some later real estate advertisements noted nearby bus lines.[48]

Building out the Cannon Hill Park Historic District

Table 4 presents the eras during which the 191 dwellings in the CHP Historic District were built. The eras are defined by various means: the first years of avid promoting of the addition and gaps in building due to lack of demand and war-time materials shortages. Construction dates are from

[48] Mutschler, et al, pp. 48, 55.

building permits and newspaper articles; they should be within a year of the time the houses were completed.

Table 4. Build-out Eras of the Cannon Hill Park Historic District

Time period	Number houses constructed	% of total residences
The Early Years		
1909-1912: Intense Promotion	44	23
The Build-out Years		
1913-1932: The Cannon Hill Park Historic District Comes Into its Own	88	46
The In-Fill Years		
1935-1942: An Ideal Location to Build as the Economy Recovers	29	15
1946-1958 The Post World War II Building Boom	23	12
Post-1958 Still a Popular Neighborhood	7	4
	191 houses	100 percent

The designed landscape laid out in 1909-1910 forms the enduring framework for the CHP Historic District. The early houses from the initial heyday and those built in the 1913 to 1942 period contribute significantly to the character of the district. Builders-as-developers continued to build contemporary houses that perpetuated variety within a continuum of architecture and completed the vision for the CHP neighborhood.

Builders-as-Developers Shaped the District

General contractors and builders acting as speculative developers made the design decisions about most of the houses erected in the CHPHD according to building permits and newspaper articles. The real estate advertisements of 1909-1912 included new houses for sale in the CHPHD and indicate that this pattern extended from the first years of development in the neighborhood. The advertisements noted the number of rooms, modernness of the houses, location near the park and "view lots." They also promoted the reasonable cost of the existing houses, suggesting that the overall cost would be less than if someone started the process of building, and some were promoted as bargains. Builders-as-developers retained ownership as real estate offices advertised their newly completed houses. This group built some of the largest and most distinctive houses in the district and larger neighborhood. Real estate advertisements promoted a "New Japanese Bungalow" with "massive clinker brick columns on front and side porch," the house was a "strictly modern, up-to-date home.[49]

Builders-as-developers working in the neighborhood received more notice of their work in news articles than did architects. A *Spokane Daily Chronicle* article reviewing William Hankins' building

[49] "New Japanese Bungalow" *The Spokesman-Review* 20 October 1912; "Cannon Hill Home" advertisement, *The Spokesman-Review* 21 December 1913; "Stucco Swiss Bungalow near Cannon Hill Park," *Spokane Daily Chronicle* 2 July 1913.

projects in the larger Cannon Hill Park area in 1910 noted "Most all the designs have been originated by Ballards Plannary [sic] within the last few weeks."[50]

The Jones Co. relentlessly promoted the CHPA lots and houses for sale in news items about the work of the builders-as-developers and purchasers of the houses. These builders shaped the character of the residential building in the CHP Historic District, from the English residences of the early years (see Fig. 4) to the Minimal Traditional houses of the post-World War II building boom.

Nearly 100 general builders-as-developers erected houses in the CHP Historic District. Some builders owned the properties they developed and sold them as new houses; others worked with a property owner-as-developer and followed a similar scenario. A relatively small percentage were built for clients who would occupy the houses. When this took place the owner's name appears in the table of all properties (see Inventory Table below). The builders of 22 properties are undetermined as the building permit listed only the owner's name and no newspaper articles were found about the project. Several builders-as-developers built three or more dwellings in the district (Table 5). Quite a few more built two houses each (see Inventory Table below).

Table 5. Builders-as-developers most active in the CHPHD.

Builder	Address	Year	Builder	Address	Year
Anderson, John	433 W. 20th Avenue	1910	Lilliequist, O. M.	457 W. Shoshone Place	1919
	423 W. 20th Avenue	1921		447 W. 20th Avenue	1919
	417 W. 20th Avenue	1923		452 W Shoshone Place	1919
	452 W. 21st Avenue	1924		432 W Shoshone Place	1919
	2025 S. Oneida Place	1935		443 W 20th Avenue	1920
	606 W. 20th Avenue	1936		503 W. 21st Avenue	1921
Anderson, Kaleb	2011 S. Lincoln Street	1929	McGourin, W. E.	531 W. 21st Avenue	1950
	822 W. 21st Avenue	1930		525 W. 21st Avenue	1950
	621 W. 21st Avenue	1930		423 W. 21st Avenue	1951
	404 W. 20th Avenue	1931	Montfort, F.	704 W. 20th Avenue	1911
	1903 S. Stevens Street	1931		438 W. Shoshone Place	1912
	410 W. 20th Avenue	1936		1918 S. Oneida Place	1914
	1916 S. Bernard Street	1939	Plumb, J. J.	643 W. 20th Avenue	1927
Bostrom, Gus	634 W. 21st Avenue	1910		812 W 19th Avenue	1930
	428 W. 20th Avenue	1910		818 W 19th Avenue	1930
	628 W. 21st Avenue	1911		824 W 19th Avenue	1931
	418 W. 20th Avenue	1911	Rathke, C. T.	441 W. Shoshone Place	1909
	725 W. 20th Avenue	1912		728 W. 20th Avenue	1910
	702 W. 21st Avenue	1913		724 W. 20th Avenue	1911
Bouten, Gus Const. Co.	802 W. 21st Avenue	1941		1934 S. Post Street	1911
	2016 S. Bernard Street	1941		2006 S. Post Street	1911

[50] "To Build Five Fine Homes," *Spokane Daily Chronicle* 10 May 1910. The plan book was *Ballard's Plannery*, printed by the Ballard Plannery Co., Inc.

	2024 S. Bernard Street	1941	Searle, L.	614 W. 20th Avenue	1910
	1944 S. Post Street	1948		437 W. Shoshone	1911
Hankins, W.	1918 S. Post Street	1909		517 W. 21st Avenue	1911
	420 W. 20th Avenue	1910		445 W. 21st Avenue	1912
	1928 S. Post Street	1911	Stammerjohan, O.C.	603 W. Shoshone	1930
	1915 S. Lincoln Street	1911		411 W. 21st Avenue	1937
Larson, E. W.	1925 S. Oneida Place	1909		822 W. 20th Avenue	1937
	2004 S. Oneida Place	1909	Wickman, M. H.	2021 S. Oneida Place	1931
	514 W. 19th Avenue	1910		1927 S. Stevens Street	1939
	426 W. Shoshone Place	1910		1925 S. Stevens Street	1940
	1919 S. Lincoln Street	1910			
	461 W. Shoshone Place	1911			
	451 W. Shoshone Place	1913			

Architects Were Part of the Story as Well

Evidence from building permits and newspaper stories suggests that only a handful of architects designed houses that stand in the district (Table 6). Some of their projects were highly publicized while others were not.

Table. 6. Architects who worked in the district prior to 1959

Architect	**Address**	**Date**
James Berkey	803 W. 18th Avenue	1930
Cutter & Malmgren	2008 S. Oneida Place	1913
Hagen & Clark	827 W. Shoshone Place	1937
Frank G. Hutchinson	725 W 20th Avenue	1912
Keith & Whitehouse	711 W. Shoshone Place	1913
T. Magnusen	418 W. 21st Avenue	1912
Franklin Manz	438 W. 21st Avenue	1912
	442 W. 21st Avenue	1912
	448 W. 21st Avenue	1912
	538 W. Shoshone Place	1912
Earl Morrison	626 W. 21st Avenue	1912
Rigg & Vantyne	827 W. Shoshone Place	1936
M. Randolph Smith	2055 S. Oneida Place	1936
	508 W. 21st Avenue	1936
Wells & Bertelsen	524 W. 19th Avenue	1925
	2049 S. Oneida Place	1927

Frederick Westcott	637 W. Shoshone Place	1925
Westcott & Gifford	519 W. 18th Avenue	1921
Whitehouse & Price	469 W. Shoshone Place	1919
	2021 S. Stevens Street	1923
	2028 S. Oneida Place	1935

Franklin Manz designed four dwellings in the district and brought his distinctive Swiss Chalet style to the CHPHD in its early years. Three Manz designs were built during 1912 in the first wave of development. The Swiss Chalet influence is also seen in some Craftsman bungalows.

Harold Whitehouse was involved with four houses in the CHPHD. Keith & Whitehouse provided plans for the Dutch Colonial Revival style house at 711 W. Shoshone Place in 1913. Whitehouse & Price designed a large Colonial Revival style house for J. R. Wilson at 469 W. Shoshone Place in 1919. A few years later the selection committee included it as one of ten houses that were most architecturally beautiful in a *Spokesman-Review* City Beautiful contest.[51] Whitehouse & Price designed the large English style brick house at 2021 S. Stevens in 1926 for the Lloyd Hawley family. In 1935 Harold Whitehouse designed "Spokane House," the model house built at 2028 S. Oneida Place in 1935; as related in Section 8, this house was intended to demonstrate all that was good design in a new house. A decade earlier, those promoting "Better Homes" featured Ren Rice's new modern bungalow at 617 W. 21st Avenue. It was selected to be furnished and open to the public during the June 1923 Better Homes week.[52]

A collaboration between well-known and prolific developer Aaron L. Lundquist and local architect Earl Morrison was announced in March 1912. Lundquist had acquired the most prominent location in the CHPHD, four lots at the triangular end of the block at the intersection of W. 20th and W 21st avenues and S. Oneida Place. Morrison's design was picturesque and modern as it made the most of the unusual site. Wallace, Idaho merchant C. E. Bender purchased the house in 1914. (Fig. 18).[53]

[51] "John Doran Buys $20,000 House," *The Spokesman Review* 15 May 1923.
[52] "Better Home Week House Selected," *Spokane Daily Chronicle* 21 May 1923.
[53] "Plans Moorish Mansion on Hill," and "Elaborate Moorish Renaissance Residence which A. L. Lindquist Will Build on the Boulevard in Cannon Hill Park Addition," *The Spokesman Review* 3 March 1912, p. 10; "Cannon Hill Home Cost $30,000," *The Spokesman Review* 18 January 1914; "Cannon Hill Home Sells for $23,000," *The Spokesman Review* 17 May 1914.

Fig. 18. Rendering of the house Lundquist planned. The style of the large house is best considered American although it was described variously as Moorish and Spanish. Source: "Elaborate Moorish Renaissance Residence which A. L. Lindquist Will Build on the Boulevard in Cannon Hill Park Addition," *The Spokesman-Review* March 31, 1912 p. 10.

The Early Years

1909-1912: Intense Promotion

The Jones Co. actively used Spokane newspapers to promote their CHPA project, first releasing news about its landscaping, then highlighting the houses being built. To demonstrate their vision, the company had previously sold lots to builders-as-developers who began building in 1909. Once several homes were constructed, a large public advertisement appeared on March 7, 1909, announcing that lots were for sale to the public.[54] A year and a half later, the company promoted another section for sale - half of the Highlands of Cannon Hill Park, south of 21st Avenue – and their aim to "build up the district quickly and add 25 to 30 houses."[55]

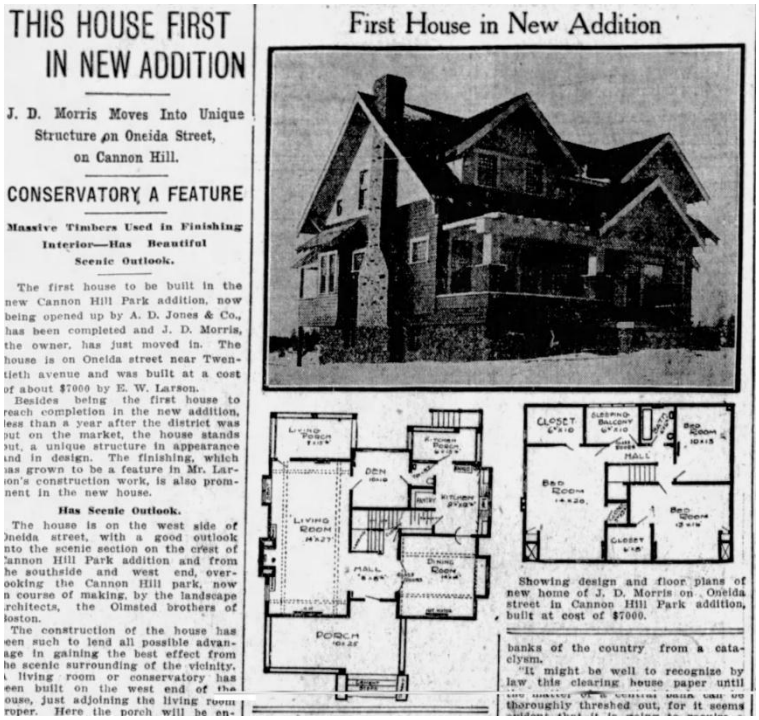
Frequent short news items, photographs and articles in the Spokane newspapers informed the public of CHPA houses being constructed. Most often these identified a general contractor as builder and property owner and noted the home's fine quality and cost. Such descriptions usually detailed the number of rooms as well as special features, such as fireplaces and basement billiard rooms. The phrase "high-class residence" appeared more often than references to any architectural style or building type. Descriptions also noted the features that took advantage of the views, such as "view balconies."[56] Two houses with a one-story bungalow form (451 W. Shoshone Avenue and 1918 S. Post Street) included a partial second story with many windows. They were described as sleeping porches or sunrooms and also afforded views.[57]

On January 23, 1910, the Jones Co. presented to the public the first house built in the CHP, erected by E. W. Larson for J. D. Morris. Located on the west side of Oneida Place, a conservatory at the rear of the living room had a "beautiful scenic outlook" westward to Cannon Hill Park and its lake

[54] "Arthur D. Jones & Co. Offer Spokane's Finest Viewpoint Cannon Hill Park," *The Spokesman-Review* 7 March 1909.
[55] "Today the Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911, Section D and "A Natural Park Divided into Homesites, Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911, p. 18.
[56] "$600,000 in New Homes in Cannon Hill Park Addition in Two Years," *The Spokesman-Review* 24 March 1912
[57] Ibid.

(Fig. 19).[58] A few months later the news featured M. L. Pershall's house at 2015 Oneida Place. Its photograph also documents nearby houses on W. 20th Avenue, including Dr. William Hall's home, half-timbered and referred to "Old English" in style, at the corner of Oneida Place overlooking "Cannon Hill Park from a point of vantage."[59]

Beginning in March 1910, news items and photographs of the new houses appeared regularly in the Spokane newspapers, no doubt prompted by the Jones Co. (Figs. 20-22). That month's articles presented three bungalows, two built by the Larson Brothers and one by J. F. Thomas, both builders-as-developers active on the South Hill. In October of that year, the Jones Co. released photographs of five of the 31 existing houses in the CHPHD with the message, "Buy Your Homesite in Cannon Hill Park Now" (Fig. 23).[60]



THIS HOUSE FIRST IN NEW ADDITION

J. D. Morris Moves Into Unique Structure on Oneida Street, on Cannon Hill.

CONSERVATORY A FEATURE

Massive Timbers Used in Finishing Interior—Has Beautiful Scenic Outlook.

The first house to be built in the new Cannon Hill Park addition, now being opened up by A. D. Jones & Co., has been completed and J. D. Morris, the owner, has just moved in. The house is on Oneida street near Twentieth avenue and was built at a cost of about $7000 by E. W. Larson.

Besides being the first house to reach completion in the new addition, less than a year after the district was put on the market, the house stands out, a unique structure in appearance and in design. The finishing, which has grown to be a feature in Mr. Larson's construction work, is also prominent in the new house.

Has Scenic Outlook.

The house is on the west side of Oneida street, with a good outlook into the scenic section on the crest of Cannon Hill Park addition and from the southside and west end, overlooking the Cannon Hill park, now in course of making, by the landscape architects, the Olmsted brothers of Boston.

The construction of the house has been such to lend all possible advantage in gaining the best effect from the scenic surrounding of the vicinity. A living room or conservatory has been built on the west end of the house, just adjoining the living room proper. Here the porch will be en-

First House in New Addition

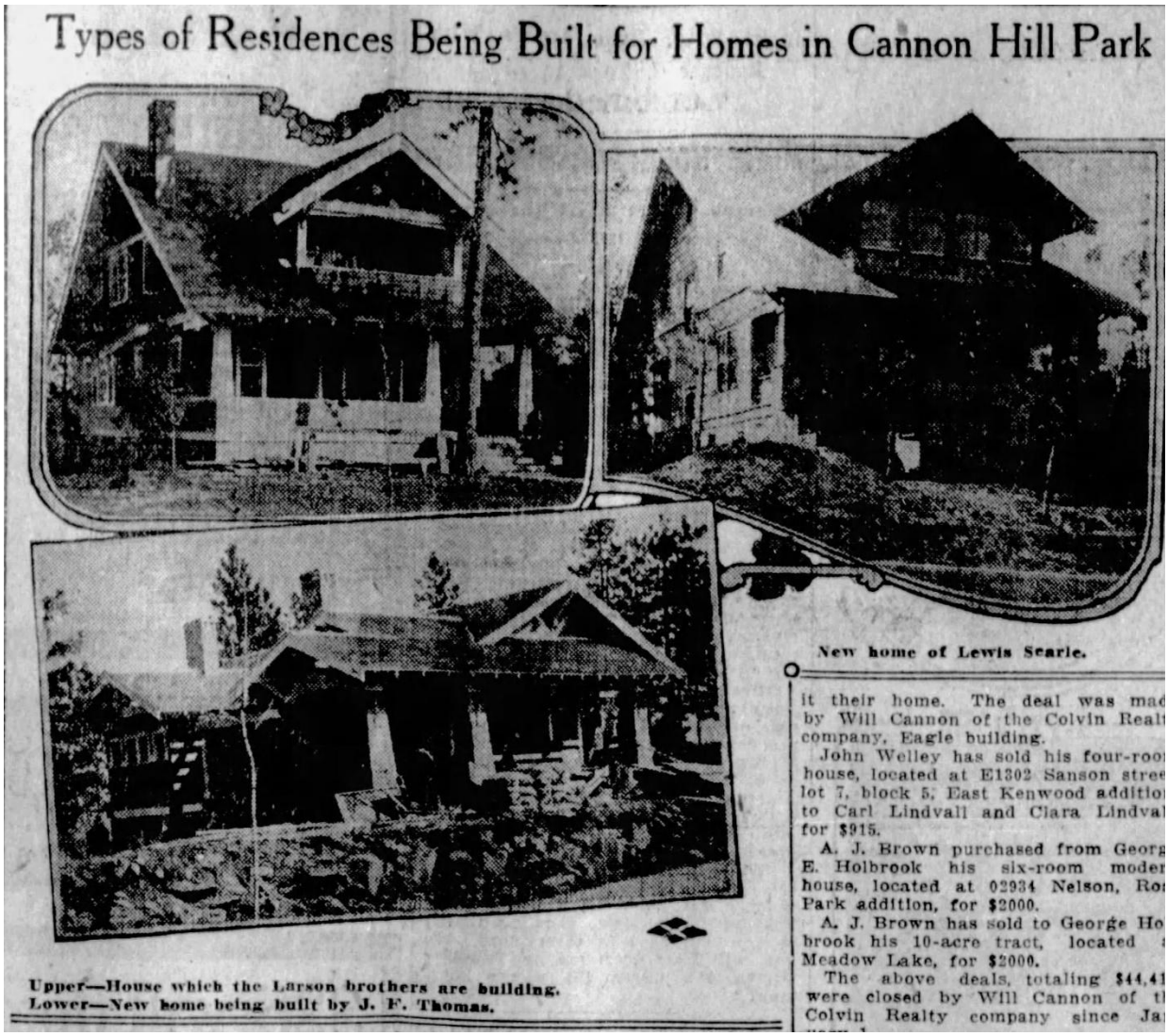
Showing design and floor plans of new home of J. D. Morris on Oneida street in Cannon Hill Park addition, built at cost of $7000.

banks of the country from a cataclysm.

"It might be well to recognize by law this clearing house paper until the assets of a central bank can be thoroughly threshed out, for it seems

Fig. 19. The first house in the new addition. Source: *The Spokesman-Review* January 23, 1910.

[58] "This House First in New Addition," *The Spokesman-Review* 23 January 1910.
[59] "Types of New Homes in Cannon Hill Park Addition," *The Spokesman-Review* 1 May 1910; "New Home in Cannon Hill Park," *The Spokesman-Review* 29 May 1910. Dr. Hall's house is now clad with siding that conceals its "Old English half-timbering."
[60] "Buy Your Homesite in Cannon Hill Park Now." *Spokane Daily Chronicle* 22 October 1910.



Types of Residences Being Built for Homes in Cannon Hill Park

Upper—House which the Larson brothers are building.
Lower—New home being built by J. F. Thomas.

New home of Lewis Searle.

it their home. The deal was mad
by Will Cannon of the Colvin Realt
company, Eagle building.

John Welley has sold his four-roo
house, located at E1302 Sanson stree
lot 7, block 5, East Kenwood additio
to Carl Lindvall and Clara Lindva
for $915.

A. J. Brown purchased from Georg
E. Holbrook his six-room moder
house, located at 02934 Nelson, Ro
Park addition, for $2000.

A. J. Brown has sold to George Ho
brook his 10-acre tract, located
Meadow Lake, for $2000.

The above deals, totaling $44,41
were closed by Will Cannon of t
Colvin Realty company since Ja

Fig. 20. "Types of Residences Being Built for Homes in Cannon Hill Park" *The Spokesman-Review* 24 March 1912.

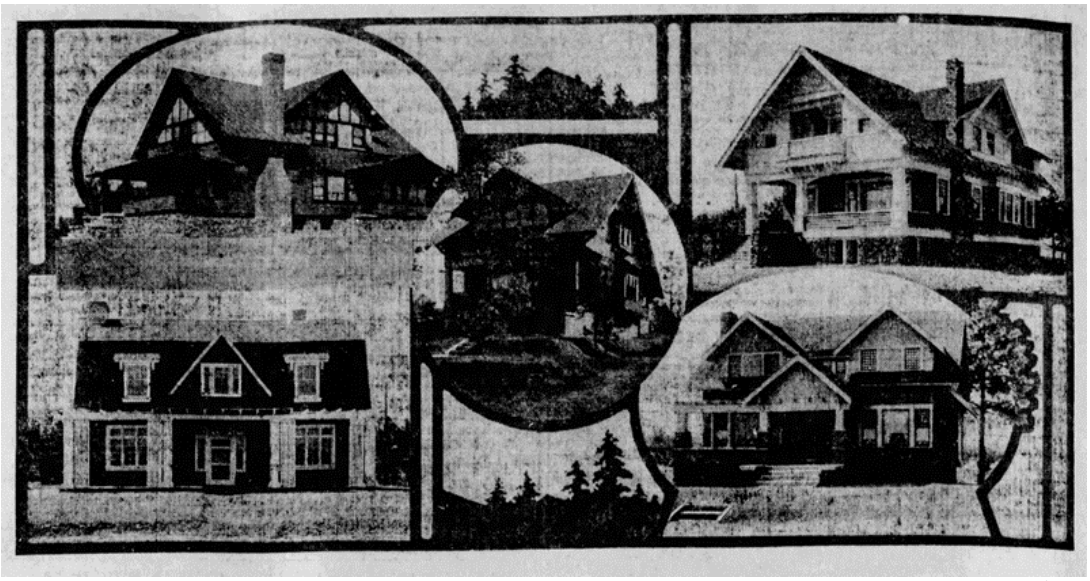
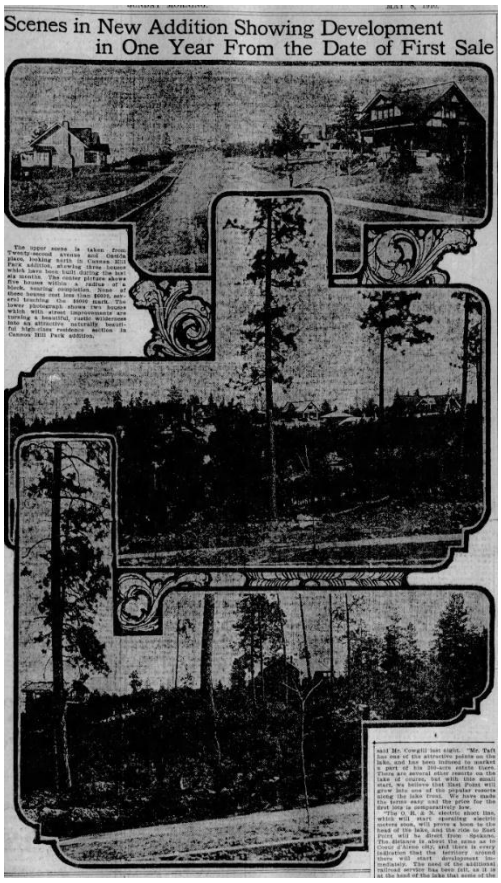


Fig. 21. "Some of the New Homes in Cannon Hill Park," features houses on Oneida Place, W. 20th Avenue and W. Shoshone Avenue in an Arthur D. Jones & Co. advertisement promoting the service of the new streetcar line. Source: *The Spokesman-Review* June 26, 1910, p. 8.

Fig. 22. A group of houses promoting the sale of lots that include bungalows and houses on W. Shoshone Avenue. Source: Arthur D. Jones & Co. advertisement, *Spokane Daily Chronicle* October 22, 1910.

Forty-four houses were built in the CHPHD during the 1909-1912 period. During these first years, and into the 1920s, views across the neighborhood and down to Cannon Hill Park were possible (Fig. 23). With only a few houses on most blocks, and the newly planted shade trees still below roof top level, the area only suggested what it would become.

Oneida street, looking northeast, in Cannon Hill Park. Note the parking strip all leveled down to be sown to lawn.



Scenes in New Addition Showing Development in One Year From the Date of First Sale

Fig. 23. Early views of the addition meant to emphasize the views. Sources: *The Spokesman-Review*, 17 October 1909 (top) 8 May 1910 (left) and 1 October 1911 (right).

A March 1912 news story reported on 15 new houses being built in the CHPHD and referred to the neighborhood as a "scenic district" where substantial, modern residences were under construction in a setting with more than five miles of paved streets.[61] The cost of the houses ranged considerably, far above the minimum costs required in deeds.[62] The builders-as-developers E. W. Larson , J. F. Thomas, M. L. Pershall, and L. Searle, among others, were actively building in the CHPHD.

[61] "$600,000 in New Homes in Cannon Hill Park Addition in Two Years," *The Spokesman-Review* 24 March 1912
[62] Ibid.

The Build-out Years

1913-1932: The Cannon Hill Park Historic District Comes Into Its Own

During the neighborhood's first years of intense promotion, the City issued building permits for nearly a quarter of the CHPHD properties (44 houses). But it took another decade to bring neighborhood occupancy nearer 50 percent. By 1924, 52 more homes were constructed, generally in the southern portion of the CHPHD. The preference for Craftsman bungalows continued. A few two-story English or Craftsman residences were added, and two new styles appeared: substantial Colonial Revival residences and English cottages. In addition, local newspaper notices decreased, likely due to fewer Jones Co. press releases. At the same time, a larger group of builders-as-developers became active.

Although construction slowed and only 37 more homes had appeared by 1932, when the Great Depression began its economic toll, the CHPHD was 69 percent full. It had transformed as numerous small bungalows and cottages lined the streets, creating one of the physical characteristics of the CHPHD today.

Despite deed restrictions, the ideal double-lot concept had not fully played out. This is particularly noticeable in the houses facing Cannon Hill Park. Deed restrictions for double lots and higher-cost houses on such "view lots" seem to have been taken seriously until the early 1920s. The English residence at 514 W. 19th Avenue (1910) and the Dutch Colonial Revival residence bungalow at 711 W. Shoshone Avenue (1913) stood at the edge of the park for ten years. Then most of the neighborhood's last large residences were constructed during the 1920s and convey the original vision for double-lots and large houses in prominent locations. Several were built on S. Stevens Street and W. Shoshone Place, as well as 524 W, 19th Avenue (1925) and 604 W. 19th Avenue. The choice corner sites at W. Shoshone Place and S. Post Street were developed. Contractor J. J. Lohrenz built an English residence (see Fig. 5), its yard designed by a landscape gardener[63] at 737 W. Shoshone Place (1923). A 1923 news story described B. J. Hebert's home across the street at 807 W. Shoshone Place as colonial in style with a park-like setting in a small grove of pine trees and no sidewalks disturbing the lawns surrounding it.[64] The English house at 2021 S. Stevens Street (1926) and a brick house to its north (1953) were part of this pattern.

Builders-as-developers continued to construct some bungalows but preferred to build cottage after cottage during this period. Several cottages appeared on W. Shoshone Place, some on the vacant lots facing Cannon Hill Park. Most of the remaining lots surrounding the park were filled during the 1920s and 1930s, including in 1931 five English brick cottages at the west edge of the park between S. Lincoln Street and W. 19th Avenue. Due to the nearly total disregard of deed restrictions by this time, many more homeowners today look directly at Cannon Hill Park than envisioned in 1909. Similar small brick dwellings appeared throughout the CHPHD during the 1930s, providing much of its architectural character.

[63] Unfortunately, not identified.
[64] "Cannon Hill Park Gets New Homes," *Spokane Daily Chronicle* 6 November 1923, p. 21.

In the mid-1920s, prominent Spokane realtor Robert Grinnell described the CHPA as "a well-established, high-class residential district, with many fine homes ranging in value from $5,000 to $25,000." He added "There has been a great deal of building in the district in the past few years, with a constant demand for homes of the better type." Grinnell noted that the construction of Wilson School at 25th Avenue and Lincoln Street added to the appeal of the residential area."[65]

Residential landscaping added to the already established park-like landscape of the CHPHD. During the early 1920s the Spokane Landscape Co. established a "trial grounds" near the park at W. 20th Avenue and S. Howard Street, growing over 60 types of tulips and many varieties of peonies and other flowering plants and shrubs under close observation for suitability for Spokane landscaping use.[66] By the 1920s photographs of the earliest houses showed mature landscaping, including the many trees planted in 1909 that now shaded the one-story bungalow rooflines. The large corner property at 807 W. Shoshone Place and S. Post Street featured bushes on its tree lawn and a sprinkler system (Fig. 24).

89 houses were built between 1913 and 1932 as the neighborhood was transformed with a large number of bungalows and cottages lining the streets.

Fig. 24. Three views of residences and landscaping. From left to right: 807, 422, and 457 W. Shoshone Avenue. Source: Charles Libbey photograph collection, Northwest Museum of Arts and Culture, online collection, photo catalog numbers (l-r): L87-1.45489-31; L87-1.48220-46; L87-1.37248-28 .

The In-Fill Years

1935-1942: An Ideal Location to Build as the Economy Recovers

Spokane residents lived on approximately 70 percent of the lots in the CHPHD by 1932 and the neighborhood remained a popular one. Its location remained comparatively close to downtown, and near two hospitals, St. Augustine parish church and school, and two public grade schools (Wilson and Roosevelt). Builders-as-developers continued to build speculatively on available lots. Another 29 houses were built before World War II shut down single-family home construction.

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[65] "Grinnell Will Auction Sites," *Spokane Press* 30 October 1926.

[66] Spokane Landscape Co. advertisement, *The Spokesman Review* 25 April, p. 12. The southwest corner of the 20th Avenue and Howard Street intersection was the only one not developed by then with a residence. Other information about this test garden is yet to be found.

The Home Owners Loan Corporation (HOLC) created a 1938 snapshot of the larger neighborhood (Area A7: see footnote 49), extending to the south and west of the CHPHD; the report noted its brick and frame houses had an average age of 8 years, with 85 such houses (in the larger neighborhood) built in just the last year. Its housing stock was nearly 100 percent occupied and 70 percent of them were owner-occupied. Its description stated:

> This is believed to be one of the most uniform and charming areas in the West. The excellence of architectural design and high quality of construction in this area is notable. This is one of the most popular and highly regarded residential sections of the city and is the scene of its greatest building activity at the present time. The percentage of home ownership in the area is somewhat impaired by reason of the fact that many of the newly built dwellings remain unsold and have been rented.[67]

The HOLC's description of the area and other notes reflect the concern for any mix of people living in a residential neighborhood. Comments included "Harmonious surroundings and population uniformity and high standard of improvements." No Negro or "relief families" were noted as living in the area.[68] These descriptions are quite similar to those referencing surrounding districts; all were deed restricted and zoned for single-family residential use.[69]

Quiet S. Oneida Place became a well-known part of Spokane during 1935 and 1936 once a vacant lot at 2028 was selected as the site of a model house. A group of Spokane businessmen formed to build a moderate cost model home, one they described as "a perfect dwelling" and named "The Spokane House," intentionally evoking the historic Spokane House fur trading post. The group designated Realtor Ralph W. Watson as project manager and architect Harold Whitehouse of Whitehouse & Price as supervising architect. In July Watson announced the choice of "the most perfect site," based on several factors: neighboring homes, transportation, schools, street paving, sewer service and deed restrictions. The lot, like most in the city, was not on a corner, but had a change of grade so that the lower level could open onto grade at the rear of the house. The house was described as "modernized early American architecture (Fig. 25), consisting of seven rooms, and offering living space on three levels: in addition to the main floor, an unusual "recreational garden room on the lower level and a maid's room on the attic level[70]

While visitors were encouraged to stop by during construction, Spokane House opened officially during six weeks from late April through May 1936. Over 20,000 people visited, admiring its design, new appliances, and the modernism it demonstrated. When insurance executive Wallace Rothrock purchased the house in May, 1937, the model house became a home.[71]

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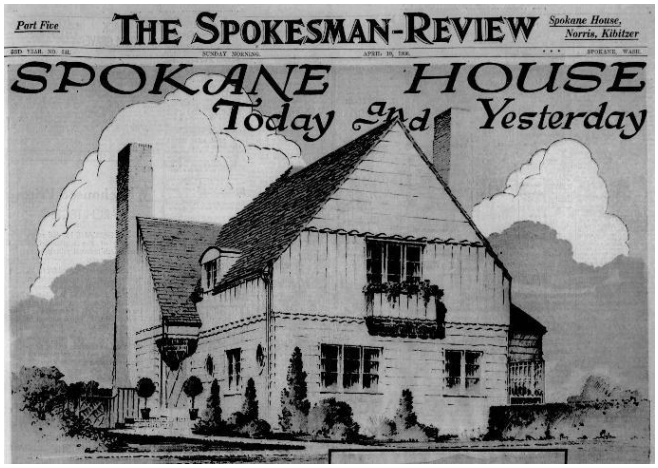
[67] Mapping Inequality website: https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/ area descriptions/A7#loc=12/47.668/-117.3898

[68] Ibid.

[69] HOLC map and description of Area A7 in Spokane Washington, 1938. Mapping Inequality Website, https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/area_descriptions/A7/#mapview=full&loc=13/47.6324/-117.3946&adview=full&scan=2/64.5484/-119.8828

[70] "'Spokane House' to be Built," *The Spokesman-Review* 14 July 1935, p. 6; "'Spokane House' Site on Oneida, *The Spokesman-Review* 21 July 1935, p. 6; Early American Style Planned," *The Spokesman-Review* 4 August 1935.

[71] *Spokane Daily Chronicle* special section "Spokane House" 23 April 1936; "Spokane House Today and Yesterday," *The Spokesman Review* 19 April 1936; "'Spokane House'" Visitors 25,000" *The Spokesman Review* 25 May 1936.


Part Five THE SPOKESMAN-REVIEW Spokane House, Norris, Kibitzer
SPOKANE HOUSE
Today and Yesterday

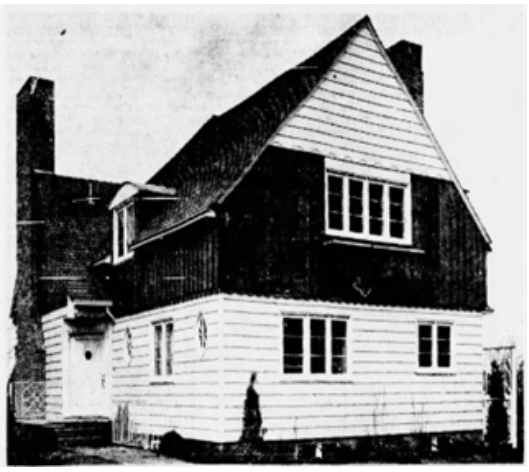


Fig. 25. Spokane House, in published rendering and photographed at the time of the 1936 public open house. Source: *The Spokesman-Review,* 19 April and 23 April 1936.

During these years, builders-as-developer M. H. Wickman built side-by-side houses on S. Stevens, both facing Cannon Hill Park:1927 S. Stevens in 1939 and 1925 S. Stevens in 1940. Mining engineer R. B. Shelledy purchased the first of these, a "white frame Colonial house" the same year it was built. This six-room house, with garage tucked into its basement, featured air conditioning and a basement recreation room.[72]

1946-1958: The Post World War II Building Boom

Residential building resumed after World War II, as returning service men needed houses for their families. Construction restarted as building supplies became available, slowly at first, then more intensely during the late 1940s and 1950s. Builders-as-developers and would-be homeowners turned to existing Spokane residential areas to find available lots, such as those in the CHPHD shown on the 1950 Sanborn fire insurance maps. (Fig. 26). These building sites included pairs of lots at the corners of W. 19th Avenue and S. Oneida Place and W. 19th Avenue and S. Bernard Street, likely once intended for larger residences. Another larger building site was located at the triangular area where W. 18th and W. 19th avenues meet on the north side of Cannon Hill Park. Back-to-back vacant lots also extended from W. Shoshone Place to W. 20th Avenue; three of these lots east of Post Street remained vacant and became side yards for adjacent homes. Vacant lots on Stevens and Bernard streets were subsequently split between neighbors. The CHPHD welcomed 23 new houses during this boom period.

[72] Building permits and "Mining Engineer Purchases Residence" *Spokane Daily Chronicle* 14 October 1939.

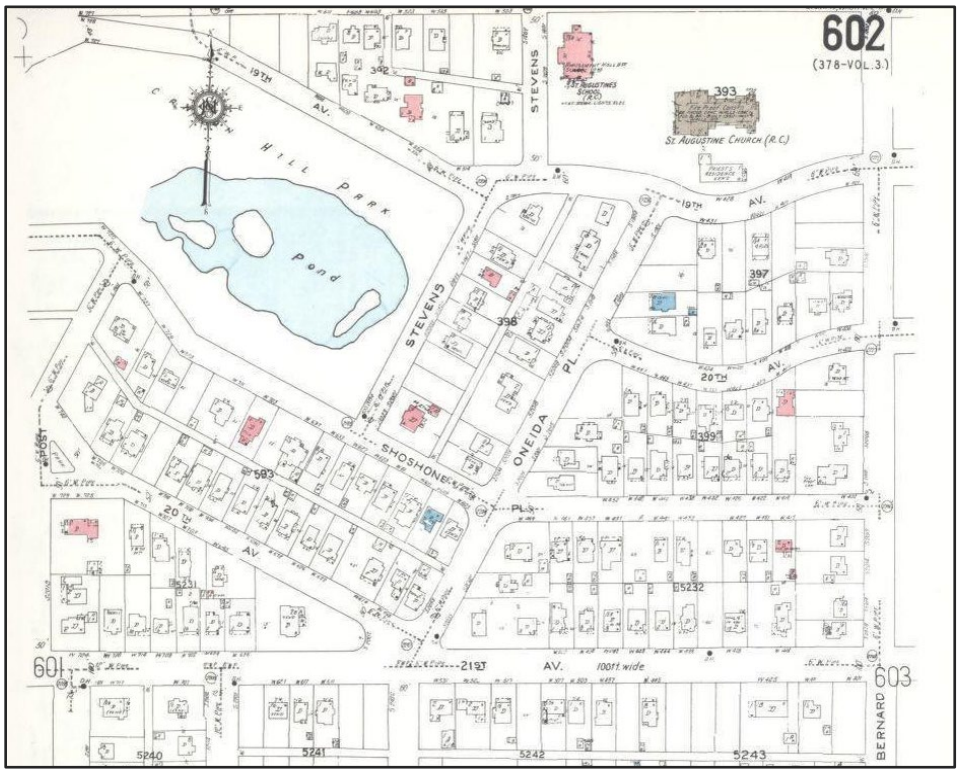


Fig. 26. The build-out of the CHPHD by 1950. Source: D. A. Sanborn, *Fire Insurance Map of Spokane*, Portion of the 1950 Vol 4, p. 602. Note: pink indicates brick buildings.

The W. E. McGourin contracting firm built three houses on the south side of W. 21st Avenue in 1950 and 1951. Nos. 525 and 531 W 21st Avenue are minimal traditional two-story dwellings set back at the building line. No. 423 W 21st Avenue, on a double lot, is a ranch house with one main living floor.

Real estate advertisements during the 1940s and 1950s usually did not contain the addresses of properties for sale. Yet the descriptions of CHPHD houses on the market indicate how the residential area was valued. Its location near St. Augustine Parish was always mentioned, as were both Wilson and Roosevelt grade schools. The nearby parks and park-like setting were also noted. Early 1940s advertisements for existing homes captured a sense of the neighborhood: "A beautiful 3-bedroom one-floor brick home in a setting under stately pines on a quiet paved street near CANNON HILL PARK" and 1928 S. Post was described as a "Traditional American family home situated on a quiet, secluded tree-lined street less than a block from ever-popular Cannon Hill Park."[73]

Architectural style was sometimes stated, brick construction was called out, and residential landscape was sometimes mentioned. A Colonial style house was described as having dignity. An

[73] Real estate advertisement, *The Spokesman-Review* 1 May 1949; advertisement for an open house at 1928 S. Post, *The Spokesman Review* 8 February 1948.

advertisement promoted a "Very impressive Cape Cod type home. Stone's throw from the park." "Old English Charm" and Cannon Hill Park received equal notice in a 1950 advertisement.[74]

Builder-as-developer H. E. Nehrlich built two houses in 1952, at 2003 and 2007 S. Lincoln Street on side-by-side vacant lots at the corner of W. 20th Avenue. No. 2003 is a minimal traditional brick ranch house, one story, but with an irregular form that acknowledges its corner location with two street fronts. Warren Throop took on the irregular shaped lots where W. 18th and W. 19th Streets meet on the north side of Cannon Hill Park and erected two brick ranch houses. The Throops occupied the western property and transformed a small triangle of land at the intersection not included in the lots into a combined flower and vegetable garden. The tradition of raising dahlias on the site continues.[75]

The sense of neighborhood and the Cannon Hill Park as its signature element was reinforced when nine neighbors organized the Cannon Hill Garden Club in March 1954 "to further neighborhood friendships; to promote and assist in neighborhood projects; and to exchange ideas and to gain knowledge of the art of gardening." The club set its membership capacity at 16, raising it a decade later to 24. Despite declining attendance in the 1970s, the optimistic group voted another membership increase - to thirty.[76]

Meeting in each other's homes (generally on the fourth Friday of September, October, and December-to-April), the women developed friendships over lunch or refreshments, actively recruited new members, tried their hands at crafts, and enjoyed a range of speakers. Enhancing its social aspect, members designated one meeting as an annual party, including husbands. Business sessions rotated officers annually and revised by-laws about every decade; by the late 1980s at least two meetings were moved to the evening, likely to accommodate members who had joined the workforce.

Post 1958: Still a Popular Neighborhood

Eight houses have been built in the CHPHD since 1958, six of which are included in the historic district boundary. All but one of these are located on one of the Avenues between S. Bernard and S. Oneida Place. After a fire destroyed 1918 S. Oneida Place, it was rebuilt in 1984 and is considered to date from that time. During the 21st Century, many owners have reinvested in their properties, making additions and adding amenities, including in-ground swimming pools. Owners have added larger garages to their lots, sometimes with living space above. This type of work altered the character of four houses to the extent that they no longer depict their historic character: 1925 S. Stevens Street. 623 W. Shoshone Place, 627 W. Shoshone Place, and 607 W 21st Avenue.

The activities of the Cannon Hill Garden Club continued to foster community. To fund special projects, the club assessed annual dues that began at $1 and reached $5 by the 1990s. A major 1950s project made American flags available and encouraged all neighborhood homeowners to fly them on

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[74] Real estate advertisement, *The Spokesman-Review* 16 March 1947; Hege's advertisement, *The Spokesman-Review* 9 April 1950; Real estate advertisement *The Spokesman-Review* 11 September 1949.
[75] Eleanor Rutherfield, "Beet, Zinnia Share Space in Dual Plot," *The Spokesman-Review* 16 September 1973.
[76] Marsha Rooney compiled this narrative of the club based on its scrapbooks and records in January, 2025.

patriotic occasions. The group also coordinated with the Parks department to plant a few flowering trees in Cannon Hill Park around 1960; they donated to the Manito Flower Fund for Duncan Gardens plantings in 1985.

Cannon Hill Park was a popular ice-skating venue. Before budgets tightened in the late 20th century, the fire department sometimes flooded the pond to make ideal ice. Club minutes in 1961 thanked Parks Director William Fearn for dividing regular skaters from the hockey players. The club worked with Parks to build cement benches and a fire ring in 1972, but soon after began complaining about pond and bridge conditions, and late-night "activities" needing curfew enforcement and extra policing. They described a "perennial winter park problem concerning the fire and all our fire wood. …We have always had a fire in the park and taking out the fire ring will not solve our problem and will penalize all those who live around the park."

But the most visible of the club's projects, and its lasting legacy, was (and is) the annual Christmas Eve Caroling event that began in 1951. Mrs. Harold Anderson, who would become a charter member of the Garden Club three years later, patterned this event after her Swedish family tradition in upstate New York. First held just for families with homes bordering Cannon Hill Park, it quickly grew to include the whole area and engaged club members' husbands, as well. Some years, Santa rode a fire truck around the neighborhood, calling all to assemble; occasionally a church loaned a truck and loudspeaker to perform that job. Flyers reminded all to bring a log for the fire, although in 1962 a burning ban threatened the tradition, and club members supplied luminaria and flashlights. Each year the newspaper featured photos of club members' children to promote the event. Local stores donated candy for the children, and for years the Parker family led the singing, holding up oversized song lyrics for all to read.

Around 2007, the Parkers handed over these hand-lettered song sheets to club member Darlene Morehouse, who has led the group since that date. She keeps membership records and brief minutes for 1-2 meetings per year, attended by about 20 members. The club's primary project is organizing the Christmas Eve Caroling event, although they are discussing a summer 2025 event that would include spouses. The logistics and costs of the Christmas Eve event have risen significantly over the past decade, as Parks dismantled the fire ring, Fire permit fees increased drastically, and access to Park storage became more complicated. Dues will rise from $10 to $15 in 2025 to defray costs. Around 2020, the club voted to change its name to "The Cannon Hill Ladies Club."

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Public and Agency Comment

From: MacNaughton, James (DAHP)
To: Camporeale, Logan
Cc: Elenga, Maureen (DAHP); Thompson, Michelle (DAHP)
Subject: RE: Cannon Hill Historic District - SEPA Checklist for Agency Comment
Date: Friday, July 18, 2025 12:42:29 PM
Attachments: image004.png
image005.png
image006.png
image008.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Logan

This looks like a great project! Thank you for reaching out. If there's anything we at DAHP can do to help, just let us know!

All Best

James

James MacNaughton, MSc, RPA *(He/Him)*
Local Government Archaeologist
Email: James.MacNaughton@dahp.wa.gov
Mobile: (360) 280-7563 | Main Office: (360) 586-3065
Hours: 7AM – 3:30PM Monday to Friday
Physical Address: 1110 Capitol Way South Suite 30, Olympia, WA 98501
Mailing Address: PO Box 48343, Olympia, WA 98504-8343
www.dahp.wa.gov

From: Camporeale, Logan <lcamporeale@spokanecity.org>
Sent: Thursday, July 3, 2025 4:54 PM
To: Historic Preservation <preservation@spokanecity.org>
Subject: Cannon Hill Historic District - SEPA Checklist for Agency Comment

External Email

Good afternoon,

Please find attached the SEPA Request for Comments, SEPA Checklist, and Distribution List.

Project Name: Cannon Hill Park Addition Local Historic District

File Number: ORDINANCE 17D.100.285

Please direct any questions or comments to Logan Camporeale at lcamporeale@spokanecity.org or preservation@spokanecity.org by **Friday, July 18, 2025, at 5:00 PM.**

Thank you,

Logan Camporeale

Historic Preservation Specialist
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
Office: 509-625-6634
Cell: 509-564-4814
lcamporeale@spokanecity.org | www.historicspokane.org

From: Cravalho, Justin
To: Camporeale, Logan
Cc: Kokot, Dave
Subject: Re: Cannon Hill Historic District - SEPA Checklist for Agency Comment
Date: Thursday, July 17, 2025 12:27:11 PM
Attachments: image002.png
Outlook-iazv0is3.png

Good afternoon Logan,

Fire has no comments.

Thank you.

Justin M. Cravalho, Associate Engineer | Spokane Fire Department | Associate Fire Protection Engineer
509.625-7057 | *fax* 509.625.7006 | jcravalho@spokanecity.org | [spokanefire.org]spokanefire.org

OUR MISSION

We enhance your quality of life, always earning your trust, by saving lives, preventing harm and protecting property with compassion and integrity.

From: Camporeale, Logan <lcamporeale@spokanecity.org>
Sent: Thursday, July 3, 2025 4:54 PM
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Subject: Cannon Hill Historic District - SEPA Checklist for Agency Comment

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Thank you,

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Historic Preservation Specialist
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808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329

Office: 509-625-6634
Cell: 509-564-4814
lcamporeale@spokanecity.org | www.historicspokane.org

Spokane Tribe of Indians
Tribal Historic Preservation Office
P.O. Box 100 Wellpinit WA 99040

July 7, 2025

To: Logan Camporeale, Historic Preservation

RE: Cannon Hill Park Addition Local Historic District

Mr. Camporeale

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project; the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response this proposal is adopting a new section 17D.100.285 Cannon Hill park Addition local historic district overlay zone to title 17 of the Spokane Municipal code, I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available, or the scope of work change, our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson
Tribal Historic Preservation Officer.
Spokane Tribe of Indians

From: Marsha Rooney
To: Historic Preservation
Subject: Community Comment for Plan Commission meeting, Sept. 24, 2025
Date: Monday, September 15, 2025 10:10:16 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Spokane's historic architecture is crucial to keeping our city unique and livable.
These features – both historic and contemporary - illustrate centuries of diverse stories of work, family and community. And most are visible (at no cost!) for every citizen to enjoy daily.
The Spokane Register aims to recognize and preserve a broad range of such stories through individual and district nominations. Among them, the Cannon Hill Park Historic District itself represents the story of early Spokane city planning; as population boomed, public-private collaborations created numerous middle-class neighborhoods that also provided healthy, walkable access to leafy parks and boulevards.
Accommodating regional boom-bust cycles and changing market trends, the district densified over its extended 50-year build-out, changing to include smaller homes and lots than originally platted.
The Cannon Hill Park Historic District continues this historical tradition by encouraging structural additions and ADUs that blend with existing neighborhood design elements. The district also effectively supports both the Olmsted Plan and the Spokane Comprehensive Plan, recognizing historic preservation while meeting contemporary needs including walkable, alternative transportation links.

Marsha Rooney
517 W 21st Ave

From: Laura Lake
To: Historic Preservation
Subject: Cannon Hill Historic District
Date: Monday, September 15, 2025 8:11:18 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Cannon Hill becoming an historic district will help to preserve and maintain the integrity and charm of this area that I so love.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	8/19/2025		
Clerk's File #	FIN 2025-0001		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	JESSICA 625-6369	**Requisition #**	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG		
Agenda Item Type	Hearings		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SET BUDGET HEARINGS		

Agenda Wording

Setting the hearings for review of the 2026 Mid-Biennium Modification Budget beginning Monday November 3, 2025, and November 10, 2025.

Summary (Background)

As part of the budget process, the City Council will hold public hearings on the 2026 Proposed Mid-Biennium Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The hearings will be held on November 3, 2025, and November 10, 2025.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	