**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 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:**

**Agenda Review Session on November 10, 2026, 11:00 a.m.:**
1-408-418-9388; access code: 2492 172 9618; password: 0320

**Legislative Session on November 11, 2026, 6:00 p.m.:**
1-408-418-9388; access code: 2496 991 7004; password: 0320

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

Public comment sign-up is open beginning at 5:00 p.m. on Friday, November 6, 2026, and ending at 6:00 p.m. on Wednesday, November 10, 2026, 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 9, 2026. You must sign up by 6:00 p.m. on Wednesday, November 11, 2026, 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).

# 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*

# THE CITY OF SPOKANE

# COUNCIL AGENDA

November 10, 2026, Agenda Review

**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 Michael Cathcart** | **Council Member Paul Dillon** |
| **Council Member Sarah Dixit** | **Council Member Kitty Klitzke** |
| **Council Member Kate Telis** | **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** (Please note the space in username)
Password: **K8vCr44y**
Both username and password are case sensitive.

**Public participation in City Council meetings is governed by Council Rules 2.2, 2.15 and 2.16.**

**A complete copy of the council rules can be found here: City Council Rules.**

**SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 11:00 A.M. EACH TUESDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH WEDNESDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL 5 WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL 5 ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.**

**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

**(11:00 a.m. Tuesday, November 10, 2026)**
**(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**

**AGENDA REVIEW (Staff or Council Member briefings and discussion)**

**CONSIDERATION OF DEFERRALS OR AMENDMENTS OF ITEMS ON COUNCIL AGENDA**

**APPROVAL BY MOTION OF AGENDA**

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# EXECUTIVE SESSION

**(Closed Session of Council)**
**(Executive Session may be held or reconvened during the Tuesday 11:00 a.m. Agenda Review Session or the Wednesday 6:00 p.m. Legislative Session)**

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# LEGISLATIVE SESSION

**(6:00 p.m. Wednesday, November 11, 2026)**
**(Council Chambers Lower Level of City Hall)**

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

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

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## EXPRESS TESTIMONY

Speakers may address any items on this entire council agenda, including any ordinance, resolution, appointment and special consideration, and may speak for up to three (3) minutes. Speakers who opt to speak during this time may not speak again during the legislative session except for Hearings and Open Forum.

## FINAL HEARINGS

Speakers have up to three (3) minutes to address each final hearing item. Absent continuation, final action will be taken by council on these items.

1. **FIN 2026-0001** Hearing on ORD C36970 Adopting a Biennial Budget for the City of Spokane, Washington, for the years 2027 and 2028, and setting forth in summary form the totals of estimated revenues and appropriations for each separate fund. (Note: At the November 4 Legislative Meeting, Council voted to continue this Hearing in the November 11 Legislative Agenda, and will likely be continued to the November 18 Legislative Agenda for additional public comment. Consideration of ORD C36970 will occur in December of 2026). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jacob Miller

## PROPOSED LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address the entire proposed legislative items section as a whole. No final action is expected to be taken by council on these items during this legislative session. Items in the proposed legislative items section of the agenda are expected to be moved to pending legislative items section of the agenda by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

## A. Resolutions (Proposed)

1. **RES 2026-0090** A resolution approving the City of Spokane Community Wildfire Protection Plan. (Council Sponsors: Council President Wilkerson and Council Member Telis) Sarah Nuss

## A. Ordinances (Proposed)

1. **ORD C36974** An ordinance modernizing and streamlining the City's Civil Infraction System; adopting a new Section 01.05.005; amending Sections of Chapter 01.05 and repealing Sections of Chapter 01.05, all of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

2. **ORD C36975** An Ordinance approving and confirming the 2027 Assessments and the Assessment Roll for the Downtown Spokane Parking and Business Improvement

Area, as codified and amended in Chapter 04.31C SMC, and setting an effective date. (Council Sponsors: Council Members Dillon and Zappone) Amanda Beck (Note: This item will appear under the "Final Hearings" section of the December 2, 2026 Legislative Agenda)

3. **ORD C36976** - An Ordinance approving and confirming the 2027 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 04.31C SMC, and setting an effective date. (Council Sponsors: Council Members Dillon and Zappone) Amanda Beck (Note: This item will appear under the "Final Hearings" section of the December 2, 2026 Legislative Agenda)

FURTHER ACTION DEFERRED ON PROPOSED LEGISLATIVE ITEMS

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# PENDING LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address individual items in the pending legislative items section, with the exception that the following items will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section). No final action will be taken by council on these items. Items in the pending legislative items section are expected to be moved to final legislative items section by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

## A. Board and Commission Appointments (Pending)

## B. Reports, Contracts and Claims (Pending)

**Public Safety and Community Health Committee (PSCHC) (Pending)**

1. **OPR 2025-0392** Interlocal Agreement amendment to OPR 2025-0392 (Spokane County No. 25ASO2968) extending the agreement for an additional one-year term. (Council Sponsor: Council Member Telis) Maggie Yates

2. **OPR 2026-0907** Pre-purchase approval for one new or used Ford Maverick or equivalent for SPD Traffic Unit from best price dealer. Price not to exceed $50,000 including sales tax and commissioning. (Council Sponsors: Council Members Telis and Cathcart) Rick Giddings

**Public Infrastructure, Environment and Sustainability Committee (PIES) (Pending)**

3. **OPR 2026-0908** Approval of Supplemental Agreement between the City of Spokane and Local 270 (AFSCME) Regarding medical Premium Rates (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Debbie Decorde

4. **OPR 2026-0909** - Approval of Supplemental Agreement between the City of Spokane and Managerial and Professional Association regarding Medical Premium Rates. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Debbie Decorde

**Urban Experience Committee (UE) (Pending)**

**Finance and Administration Committee (F&A) (Pending)**

## C. Emergency Ordinances (Pending)

**NOTE:** Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

## D. Special Budget Ordinances (Pending)

**NOTE:** Special Budget Ordinances amend the adopted biennial budget and include the reference to an "emergency" to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

## E. Resolutions (Pending)

1. **RES 2026-0084** Approving settlement in Allbery v. City of Spokane litigation, Spokane County Superior Court Cause #26-2-03767-32. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Dan Eigler

2. **RES 2026-0085** Designating Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, to establish and operate as a land bank as provided in Chapter 35.108 RCW. (Council Sponsors: Council Members Dillon, Dixit, and Klitzke) Paul Dillon

3. **RES 2026-0086** Providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the

provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Matt Boston

4. **RES 2026-0087** Setting forth the City Council's endorsement of the allocation of funding to Frontier Behavioral Health with funding from a one-time FY 2026 BJA Byrne Discretionary Community Project Grant from the Department of Justice, and authorizing the execution of related contracts without further City Council review and action. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Cole Wicker

5. **RES 2026-0088** Declaring the waiver of public bid requirements for the purchase of 2027 insurance premiums for specified City insurance coverages and authorizing the purchase of insurance coverages without further action. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Stephanie Puckett

## F. Ordinances (Pending)

1. **ORD C36968** Relating to Utilities, Franchise Taxes; amending Section 08.10.030 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

2. **ORD C36969** Adopting a Six-Year Citywide Capital Improvement Program for the years 2027 through 2032. 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 Dillon) (Note: This item will appear under the "Final Hearings" section of the agenda on 11-18-2026) Jacob Miller

## G. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

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# FINAL LEGISLATIVE ITEMS

Speakers will have up to two (2) minutes to address final legislative items, which will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section), Special Budget Ordinances, Resolutions (2 minutes to speak to all items in this section), Ordinances (2 minutes to speak to all items in this section), and Special Considerations (2 minutes to speak to all items in this section). Council is expected to take final action on these items during the evening legislative session.

# A. Board and Commission Appointments (Final)

1. **CPR 2017-0033** Reappointment of Dr. Francisco Velazquez to the Health Sciences and Services Authority of Spokane County (HSSA) Board for a term of October 27, 2026, to October 26, 2030.

# B. Reports, Contracts and Claims (Final)

**Public Safety and Community Health Committee (PSCHC) (Final)**

**Public Infrastructure, Environment and Sustainability Committee (PIES) (Final)**

1. **OPR 2025-0460** Contract Amendment with Jacobs Solutions Inc., (Spokane) for wastewater facility planning services to meet the Riverside Park Water Reclamation Facility's NPDES permit planning requirements – additional amount not to exceed $986,355. (Council Sponsor: Council Member Klitzke) Lorena Croucher

**Urban Experience Committee (UE) (Final)**

**Finance and Administration Committee (F&A) (Final)**

2. **OPR 2021-0722** Outside Counsel Contract Amendment with Summit Law Group (Seattle, WA) re Bacon, et. al., v. City of Spokane, et. al. adding an additional $100,000 for a total amount of $1,250,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

3. **OPR 2022-0481** Outside Counsil Contract Amendment with Summit Law Group (Seattle, WA) for outside legal counsel assisting the City in Labor Negotiations and HR advice, adding an additional $150,000 for total amount of $700,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

4. **OPR 2024-0835** Outside Counsel Contract Amendment with Bryan Cave Leighton Paisner, LLP, (St. Louis, MO) for Legal Services in the matter of Currie v. City of Spokane, adding an additional $150,000 for a total amount of $400,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

5. **OPR 2025-0129** Contract Amendment with T.W. Clark Construction, LLC., (Spokane Valley, WA) for change orders 40 and 41 for Phase 1 of the Water Department Meter Shop-Main Office Renovation from May 28, 2026, for a total cost of $11,895.00 plus tax. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Dave Steele

6. **OPR 2025-0828** Contract Amendment with American Sprinkler Repair and Landscaping LLC (Spokane Valley, WA) for specific maintenance at the Combined Communication Building located at 1620 N. Rebecca Street in September 2026 not to exceed $5500 plus tax and needed irrigation work at the Plaza for the period of 9/1/2026-11/30/2028 not to exceed $3000 in labor plus tax and $3000 in parts plus

tax. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Dave Steele

7. **OPR 2026-0884** Acceptance of $1,250,000 award from the Department of Justice's 2026 BJA Byrne Discretionary Funding program to support the City's new SMART emergency response program. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Cole Wicker

**Report of the Mayor of Pending:**

1. Report of the Mayor of pending claims & payments of previously approved obligations through: 10/30/2026. Total $14,998,149.80 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $14,654,140.19. (CPR 2026-0002)

**Minutes:**

1. Agenda Review Meeting Minutes – September 1, 2026 (CPR 2026-0013)
2. Agenda Review Meeting Minutes – September 8, 2026 (CPR 2026-0013)
3. PIES Meeting Minutes – June 8, 2026 (CPR 2026-0019)
4. PIES Meeting Minutes – September 8, 2026 (CPR 2026-0019)
5. PIES Meeting Minutes – October 13, 2026 (CPR 2026-0019)

## C. Emergency Ordinances (Final)

**NOTE:** Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

## D. Special Budget Ordinances (Final)

**NOTE:** Special Budget Ordinances amend the adopted biennial budget, and include the reference to an “emergency” to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36971** Amending Ordinance NO. C36794, entitled in part, “An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane”, and amending it to accept a Bureau of Justice Assistance Discretionary Fund Grant to expand the Spokane Mobile Alternative Response (Smart) Program with a new Emergency Response Team, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Cole Wicker

2. **ORD C36972** Amending Ordinance NO. C36794, entitled in Part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Allison Adams

3. **ORD C36973** Amending Ordinance NO. C36794, entitled in part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to authorize additional positions for the Spokane United 911 Network, and declaring an emergency. Stephen Williams

## E. Resolutions (Final)

1. **RES 2026-0076** Adopting the City of Spokane's legislative agenda for the 2027 state legislative session. (Council Sponsors: Council Members Dillon, Klitzke and Dixit) Erik Poulsen

2. **RES 2026-0077** Approving the Development Services Fee Table Public Rule. (Council Sponsors: Council Members Zappone and Klitzke) Tami Palmquist
**Wilkerson Proposed Amendment to RES 2026-0077 filed November 4, 2026, is included in this agenda packet under RES 2026-0077.**

3. **RES 2026-0078** Setting a Hearing for the right-of-way vacation of portions of Dalton Ave and Oak Street. (Council Sponsors: Council Members Klitzke and Zappone) Eldon Brown

4. **RES 2026-0079** Providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs. (Council Sponsors: Council Members Dixit and Zappone) Matt Boston

5. **RES 2026-0080** Relating to the Utility Pipe Rehabilitation Program for on-site septic systems, side sewer, and water service lines. (Council Sponsors: Council Members Klitzke and Zappone) Nate Sulya

6. **RES 2026-0081** Setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners. (Council Sponsors: Council Members Zappone and Dillon) Amanda Beck
**Wilkerson Proposed Amendment to RES 2026-0081 filed November 6, 2026, is included in this agenda packet under RES 2026-0081.**

7. **RES 2026-0082** Setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments to

property owners. (Council Sponsors: Council Members Zappone and Dillon) Amanda Beck
**Wilkerson Proposed Amendment to RES 2026-0082 filed November 6, 2026, is included in this agenda packet under RES 2026-0082.**

8. **RES 2026-0083** Relating to the Amendment of the City of Spokane's Water System Plan dated September 27, 2023, adopted by Spokane City Council and approved by the Washington State Department of Health to include the 6-year Capital Plan. (Council Sponsors: Council President Wilkerson and Council Members Telis and Zappone) Mark Papich

9. **RES 2026-0070** Adopting the Division Street Transit-Oriented Development Plan. (Council Sponsors: Council Members Dillon, Klitzke, and Zappone) (Note: This item was deferred from the September 22, 2026, pending agenda to the October 28, 2026, proposed agenda but was inadvertently left off. This item has been added to the pending section of this agenda to follow the intended timeline) Colin Quinn-Hurst

## F. Ordinances (Final)

1. **ORD C36965** An Ordinance relating to fees and charges and amending sections of Chapter 08.02 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)

2. **ORD C36966** An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Telis)

3. **ORD C36937** Relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council Members Dillon and Telis) (Note: At the 10-28-26 Legislative Session, City Council deferred this item for final consideration on 11-11-26) (As Amended 11-3-26)

## G. Special Considerations (Final)

# 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

**At the conclusion of the Council's business, the October 14, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for October 27, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for October 28, 2026, at 6:00 p.m.**

**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 Chambers 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.

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| **Agenda Sheet for City Council:**<br>**Committee:** Finance & Administration **Date:** 10/27/2026<br>**Committee Agenda type:** Discussion<br>**Council Meeting Date:** 11/18/2026 | | **Date Rec'd** | 10/20/2026 |
| | | **Clerk's File #** | |
| | | **Cross Ref #** | |
| | | **Project #** | |
| **Submitting Dept** | FINANCE & ADMINISTRATION | **Bid #** | |
| **Contact Name/Phone** | JACOB MILLER X6421 | **Requisition #** | |
| **Contact E-Mail** | JMILLER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | HEARING ON BIENNIUM BUDGET ORDINANCE | | |

**Agenda Wording**

HEARING ON AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE, WASHINGTON, FOR THE YEARS 2027 AND 2028, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND APPROPRIATIONS FOR EACH SEPARATE FUND.

**Summary (Background)**

Adoption of the 2027-2028 Biennium Budget. The City of Spokane is a first-class city with a population of less than 300,000 residents 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, 2026. Upon receipt of the final City Council budget amendments to the 2027-2028 budget, the Department of Management and Budget will provide an amended copy of this Ordinance to the Office of the City Clerk. The amended Ordinance will include the final fund-level budget for adoption by City Council.

**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** |
|---|---|---|
| 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** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| budget@spokanecity.org | jstratton@spokanecity,org |
| mboston@spokanecity.org | sneal@spokanecity.org |
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ORDINANCE NO. C36970

AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE, WASHINGTON, FOR THE YEARS 2027 AND 2028, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND APPROPRIATIONS FOR EACH SEPARATE FUND.

WHEREAS, State Law, Chapter 35.34 RCW has provided that the legislative body of any city may, by ordinance, elect to have 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 ordinance C36531 establishing a two-year biennial budget for the City of Spokane for the first two-year budget period beginning January 1, 2025.

WHEREAS, State Law requires that the City adopt a biennial budget before the end of the preceding calendar year; and

WHEREAS, the Mayor proposed the 2027-2028 Biennial Budget, on November 2, 2026, to the Spokane City Council as provided by law; and

WHEREAS, as required by law, on November 4, 2026, November 11, 2026, November 18, 2026, the City Council held public hearings and provided opportunity for public comment on the proposed 2027-2028 Biennial 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 fiscal biennium commencing after midnight, December 31, 2026, subject to later adjustments as provided therein;

NOW, THEREFORE, the City Council of Spokane, Washington do ordain as follows:

Section 1. The biennial budget for the City of Spokane, Washington, for the years 2027 and 2028 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 each year 2027 and 2028, 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, 2027.

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 unconstitutionality of any other section subsection, sentence, clause, phrase or word of this ordinance.

**<After City Council Amendments to the 2027-2028 biennium budget, the Department of Management and Budget will insert the fund level budget and submit an amended copy of this Ordinance to the Office of the City Clerk>**

ADOPTED by the City Council and APPROVED by the Mayor 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:** 11/05/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 12/02/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/28/2026 | | |
| **Clerk's File #** | RES 2026-0090 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | SARAH NUSS 6779 | **Requisition #** | |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | KTELIS BWILKERSON | | |
| **Sponsoring at Administrators Request** | YES | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | CITY OF SPOKANE COMMUNITY WILDFIRE PROTECTION PLAN RESOLUTION | | |

## Agenda Wording

A resolution approving the City of Spokane Community Wildfire Protection Plan.

## Summary (Background)

The City of Spokane Community Wildfire Protection Plan provides a framework for reducing wildfire risk through preparedness, mitigation, response coordination, and community engagement. This resolution approves this plan to guide future planning efforts, support grant funding opportunities, and be updated periodically to reflect changing conditions, emerging best practices, and the implementation of efforts by the City of Spokane to reduce wildfire risk and strengthen its ability to prepare for, respond to, and recover from future wildfire events.

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

See information included within the Community Wildfire Protection Plan.

**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?**

See information included within the Community Wildfire Protection Plan.

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

See information included within the Community Wildfire Protection Plan.

**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** | 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** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| ldahl@spokanecity.org | |
| | |
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**RESOLUTION 2026 – 0090**

A resolution approving the City of Spokane Community Wildfire Protection Plan.

**WHEREAS**, the City of Spokane Community Wildfire Protection Plan provides a framework for reducing wildfire risk through preparedness, mitigation, response coordination, and community engagement; and

**WHEREAS**, the City of Spokane Community Wildfire Protection Plan was developed in collaboration with City departments and regional partners and identifies areas of wildfire risk, evaluates existing capabilities, and establishes strategies to improve community resilience over the coming years; and

**WHEREAS,** the City of Spokane Community Wildfire Protection Plan prioritizes actions that strengthen public safety, protect critical infrastructure, improve evacuation readiness, support wildfire response, and reduce hazardous fuels where appropriate and reinforces the importance of public education, regional coordination, and continued investment in wildfire resilience initiatives; and

**WHEREAS,** the City of Spokane Community Wildfire Protection Plan, as adopted by the City Council, will guide future planning efforts, support grant funding opportunities, and be updated periodically to reflect changing conditions, emerging best practices, and implementation of efforts by the City of Spokane to reduce wildfire risk and strengthen its ability to prepare for, respond to, and recover from future wildfire events.

**WHEREAS**, **NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Spokane that it hereby approves the City of Spokane Community Wildfire Protection Plan, as included in the appendix to this resolution.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 11/05/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 12/02/2026

| | |
|---|---|
| **Date Rec'd** | 10/28/2026 |
| **Clerk's File #** | ORD C36974 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | MAYOR |
| **Contact Name/Phone** | ADAM 6779 |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG |
| **Agenda Item Type** | First Reading Ordinance |
| **Council Sponsor(s)** | PDILLON BWILKERSON |
| **Sponsoring at Administrators Request** | YES |
| **Lease?** NO | **Grant Related?** NO |
| **Public Works?** NO | |
| **Agenda Item Name** | AN ORDINANCE MODERNIZING AND STREAMLINING THE CITY'S CIVIL |

## Agenda Wording

An ordinance modernizing and streamlining the City's Civil Infraction System; adopting a new Section 01.05.005; amending Sections of Chapter 01.05 and repealing Sections of Chapter 01.05, all of the Spokane Municipal Code.

## Summary (Background)

This ordinance modernizes and streamlines the City's civil infraction system by adopting the state procedures by reference and removing code that conflicts with court rules. This ordinance also intends to improve Code Enforcement and Municipal Court administration and disposition of civil infractions by improving the certificate of correction process.

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

N/A - The purpose of this ordinance is to update the City's civil infraction system to ensure alignment with state law and court procedures.

**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?**

Demographic data is not collected or analyzed as part of this policy update.

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

Data is not collected or analyzed as part of this policy update. General violation and infraction data may be collected and reported by Code Enforcement and other enforcement officers and/or by municipal court.

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

This ordinance aligns with RCW 7.80, Washington State Court Rules: Infraction Rules for Courts of Limited Jurisdiction (IRLJ), and the Spokane Municipal Court Local Rules.

**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** | MCDANIEL, ADAM | | |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
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**ORDINANCE NO. C36974**

An ordinance modernizing and streamlining the City's Civil Infraction System; adopting a new Section 01.05.005; amending Sections of Chapter 01.05 and repealing Sections of Chapter 01.05, all of the Spokane Municipal Code.

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

**Section 1.** That there is adopted a new Section 01.05.005 of the Spokane Municipal Code to read as follows:

**Section 01.05.005 Chapter 7.80 RCW Adopted by Reference**

Chapter 7.80 of the Revised Code of Washington ("RCW"), as now or hereafter amended, is hereby adopted by reference as part of this title in all respects as though such sections were set forth herein in full.

**Section 2.** That Section 01.05.020 of the Spokane Municipal Code is amended to read as follows:

**Section 01.05.020 ((~~Administrative Responsibilities~~)) Enforcement Officer Defined**

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~~)) Consistent with RCW 7.80.040 and for purposes of issuing a notice of infraction of the City of Spokane, the ((~~code~~)) enforcement officer is:

1. the mayor or the City of Spokane 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~~)) City of Spokane prosecutor

**Section 3.** That Section 01.05.040 of the Spokane Municipal Code is amended to read as follows:

**Section 01.05.040 ((~~Notice of Violation or~~)) Notice of Infraction Process**

((~~A.~~)) If, upon completion of ((~~the~~)) an investigation, the ((~~code~~)) enforcement officer finds a violation, and any attempt to achieve voluntary correction has not succeeded, the officer may issue a ((:)) Notice of Infraction in such form and upon such procedure as have been established under RCW 7.80, Washington State Court Rules: Infraction Rules for Courts of Limited Jurisdiction, or Spokane Municipal Court Local Rules.

((~~1. notice of violation, in such form and upon such procedure as have been established under the pertinent provisions of this code; or~~

~~2. notice of infraction, in such form and upon such procedure as provided in this chapter.~~))

**Section 4.** That Section 01.05.050 of the Spokane Municipal Code is hereby repealed.

**Section 5.** That Section 01.05.060 of the Spokane Municipal Code is amended to read as follows:

**Section 01.05.060 Person Receiving Notice – Identification and Detention**

A. A person who is to receive a notice of civil infraction under ((~~SMC 1.05.050~~)) this chapter is required to identify himself or herself to the enforcement officer by giving his or her name, address, and date of birth. Upon the request of the officer, the person shall produce reasonable identification, including a driver's license or identicard.

B. A person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a civil infraction.

**Section 6.** That Section 01.05.070 of the Spokane Municipal Code is hereby repealed.

**Section 7.** That Section 01.05.080 of the Spokane Municipal Code is hereby repealed.

**Section 8.** That Section 01.05.090 of the Spokane Municipal Code is hereby repealed.

**Section 9.** That Section 01.05.100 of the Spokane Municipal Code is hereby repealed.

**Section 10.** That Section 01.05.110 of the Spokane Municipal Code is hereby repealed.

**Section 11.** That Section 01.05.120 of the Spokane Municipal Code is hereby repealed.

**Section 12.** That Section 01.05.140 of the Spokane Municipal Code is amended to read as follows:

**Section 01.05.140 Certificate of Correction Process**

At the request of a person responsible or entity identified on the infraction, the ((~~code~~)) enforcement officer ((~~will~~)) may re-inspect to determine if correction of the violation has been accomplished. If ((~~so,~~)) the enforcement officer finds that the correction of the violation has been accomplished, the enforcement officer ((~~will~~)) may sign and provide to such person responsible a certificate of correction for filing with municipal court. If at least forty-eight hours prior to the hearing on the infraction, the person responsible or entity identified on the infraction ((~~presents~~)) files a certificate of correction to the municipal court, the latest infraction listed on the certificate ((~~will~~)) may be dismissed without prejudice by the municipal court.

**Section 13.** That Section 01.05.151 of the Spokane Municipal Code is amended to read as follows:

**Section 01.05.151 Civil Infraction Penalty Schedule**

A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations referenced in this chapter before issuing civil infractions or escalating penalties.

B. Unless designated otherwise by local or state law, violations of the following Spokane Municipal Code chapters and sections are civil infractions subject to the monetary penalties and restitution prescribed by state law. Each and every such violation shall be a separate and distinct offense. In case of a continuing violation, every day's continuance shall be a separate and distinct violation.

| **Reference** | **Spokane Municipal Code Chapter** |
|---|---|
| **SMC Title 1** | **General Provisions** |
| SMC 01.07 | Spokane Fair Elections Code |

| | |
|---|---|
| **SMC Title 4** | **Administrative Agencies and Procedures** |
| SMC 04.02 | Special Administrative Procedures – Billing and Collection of Claims |
| **SMC Title 8** | **Taxation and Revenue** |
| SMC 08.01 | Business Registrations |
| SMC 08.02 | Fees and Charges |
| SMC 08.03 | Admissions Tax |
| SMC 08.10 | Utilities, Franchise Taxes |
| **SMC Title 9** | **Employment Standards** |
| SMC 09.02 | Fair Chance Hiring |
| **SMC Title 10** | **Regulation of Activities** |
| SMC 10.23A | Amusement Facilities |
| SMC 10.25 | Commercial Tree Work |
| SMC 10.26 | Building Moving and Relocation |
| SMC 10.27A | Cable Communications Code |
| ((~~SMC 10.28~~)) | ((~~Sidewalk Cafes~~)) |
| SMC 10.29 | Contractors and Workers |
| SMC 10.33A | Fireworks Code |
| SMC 10.34A | For-Hire Transportation |
| SMC 10.36 | Gas Transmission and Distribution |
| SMC 10.39 | Special Events |
| SMC 10.40 | Itinerant Vendors |
| SMC 10.41A | Special Police Officers |
| SMC 10.43 | Telephone and Telegraph Construction |
| SMC 10.45 | Used Goods |
| SMC 10.47 | Emergency Medical Transport |

| | |
|---|---|
| SMC 10.48 | False Alarms |
| ((~~SMC 10.51~~)) | ((~~Mobile Food Vendors~~)) |
| SMC 10.515 | Fair Meal Delivery Requirements |
| SMC 10.52 | Short Term Rentals |
| SMC 10.56 | Reality-Based Police Shows |
| SMC 10.60.070 | Interference with Health Care Facilities or Providers |
| SMC 10.60.080 | Graffiti Offenses |
| SMC 10.63 | Property Maintenance and Use Standards |
| SMC 10.68 | Chronic Nuisance Properties |
| SMC 10.70 | Noise Control |
| SMC 10.74 | Offenses Involving Animals |
| SMC 10.81 | Community Health Impact Areas |
| SMC 10.83 | Sale or Distribution of Kratom Products Prohibited |
| **SMC Title 12** | **Public Ways and Property** |
| SMC 12.01 | Improvement, Maintenance of Public Ways |
| SMC 12.02 | Obstruction, Encroachment of Public Ways |
| SMC 12.06A | Park Code |
| SMC 12.15 | Activation of Public Places |
| **SMC Title 13** | **Public Utilities and Services** |
| SMC 13.02 | Solid Waste |
| SMC 13.03 | Sewers |
| SMC 13.03A | Pretreatment |
| SMC 13.04 | Water |
| SMC 13.05 | Interference with Utilities |
| **SMC Title 15** | **Environmental Stewardship** |

| | |
|---|---|
| SMC 15.01 | Commute Trip Reduction |
| SMC 15.04 | Smoking in Public Places |
| SMC 15.06 | Preservation of Salvageable Materials |
| **SMC Title 16A** | **Transportation** |
| SMC 16A.05 | Stopping, Standing, Parking, and Loading Regulations |
| SMC 16A.60 | Rules of the River |
| SMC 16A.63 | Golf Cart and Alternative Vehicle Zones |
| SMC 16A.65 | Use of City-Authorized Utility Vehicles on Public Property |
| **SMC Title 17C** | **Land Use Standards** |
| SMC 17C.111 | Residential Zones |
| SMC 17C.120 | Commercial Zones |
| SMC 17C.122 | Center and Corridor Zones |
| SMC 17C.124 | Downtown Zones |
| SMC 17C.130 | Industrial Zones |
| SMC 17C.160 | North River Overlay District |
| SMC 17C.170 | Special Height Overlay Districts |
| SMC 17C.180 | Airfield Overlay Zones |
| SMC 17C.200 | Landscaping and Screening |
| SMC 17C.210 | Nonconforming Situations |
| SMC 17C.220 | Off-site Impacts |
| SMC 17C.230 | Parking and Loading |
| SMC 17C.240 | Signs |
| SMC 17C.300 | Accessory Dwelling Units |
| SMC 17C.305 | Adult Business |
| SMC 17C.310 | Animal Keeping |

| | |
|---|---|
| SMC 17C.315 | Bed and Breakfast |
| SMC 17C.316 | Short Term Rentals |
| SMC 17C.319 | Commercial Vehicle Use and Recreational Camping |
| SMC 17C.320 | Conditional Uses |
| SMC 17C.325 | Drive-through Facilities |
| SMC 17C.330 | Group Living |
| SMC 17C.335 | Historic Structures – Change of Use |
| SMC 17C.340 | Home Occupations |
| SMC 17C.345 | Manufactured Homes and Mobile Home Parks |
| SMC 17C.350 | Mini-storage Facilities |
| SMC 17C.355A | Wireless Communication Facilities |
| SMC 17C.360 | Special Use Temporary Permit |
| SMC 17C.390 | Mobile Food Vending |
| **SMC Title 17D** | **City-wide Standards** |
| SMC 17D.060 | Stormwater Facilities |
| SMC 17D.100 | Historic Preservation |
| **SMC Title 17E** | **Environmental Standards** |
| SMC 17E.010 | Critical Aquifer Recharge Areas – Aquifer Protection |
| SMC 17E.020 | Fish and Wildlife Conservation Areas |
| SMC 17E.040 | Spokane Geologically Hazardous Areas |
| SMC 17E.060 | Shoreline Regulations |
| SMC 17E.070 | Wetlands Protection |
| **SMC Title 17F** | **Construction Standards** |
| SMC 17F.030 | Boiler and Pressure Vessel Code |
| SMC 17F.040 | Building Code |

| | |
|---|---|
| SMC 17F.050 | Electrical Code |
| SMC 17F.060 | Elevator Code |
| SMC 17F.070 | Existing Building and Conservation Code |
| SMC 17F.080 | Fire Code |
| IFC | International Fire Code |
| SMC 17F.090 | Mechanical Code |
| SMC 17F.100 | Plumbing Code |
| SMC 17F.110 | International Wildland-Urban Interface Code |
| **SMC Title 17G** | **Administration and Procedures** |
| SMC 17G.010 | Building and Construction Permits |
| SMC 17G.050 | Hearing Examiner |
| **SMC Title 18** | **Human Rights** |
| SMC 18.01 | Law Against Discrimination |
| SMC 18.02 | Nondiscrimination in Employment Practices |
| SMC 18.03 | Nondiscrimination in Housing Practices |
| SMC 18.06 | Protections for Persons with Disabilities |
| SMC 18.09 | Nuclear Weapons Free Zone |

C. If a violator is found to be a repeat offender, the violator will be subject to a penalty of $2,500 per violation in addition to the value of the underlying violation if the violation occurred on property whose permitted or primary use is residential as defined in SMC 17C.190.

D. If a violator is found to be a repeat offender, the violator will be subject to a penalty of $5,000 per violation in addition to the value of the underlying violation if the violation occurred on property whose permitted or primary use is commercial, industrial, institutional, or other use as defined in SMC 17C.190.

E. A repeat offender is defined as an owner and/or occupant of a private property who has one or more committed finding(s) for violation of the regulations set forth or referenced in this chapter, at the same site or on a different tax parcel under the same ownership or occupancy, two times within 12 months from the date of the current violation.

**Section 14**. 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 15**. 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: October 27, 2026

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Kate Telis, Chair, Public Safety & Community Health Committee & Councilmember Paul Dillon

RE: Modernizing and streamlining the City of Spokane's Civil Infraction System

This memo recommends the adoption of an ordinance to modernize and streamline the City's civil infraction system by adopting the state procedures by reference and removing code that conflicts with court rules. This ordinance intends to improve Code Enforcement and Municipal Court administration and disposition of civil infractions.

**Executive Summary – Civil Infraction System**

I. **Background**: The Washington state civil infraction system was created in 1987. The City of Spokane's civil infraction system was created through Ordinance C31589 in 1996. The City Council adopted Ordinance C36702 in 2025, establishing a single default class (Class 1) for all civil infractions.

II. **Issue**: The Spokane Municipal Code contains references and requirements that conflict with the civil infraction procedures outlined in state law and court rules.

**Proposed Ordinance Table of Contents**

Section 1. New Section SMC 01.05.005
Section 2. Amends SMC 01.05.020
Section 3. Amends SMC 01.05.040
Section 4. Repeals SMC 01.05.050
Section 5. Amends SMC 01.05.060
Section 6. Repeals SMC 01.05.070
Section 7. Repeals SMC 01.05.080

Section 8. Repeals SMC 01.05.090
Section 9. Repeals SMC 01.05.100
Section 10. Repeals SMC 01.05.110
Section 11. Repeals SMC 01.05.120
Section 12. Amends SMC 01.05.140
Section 13. Amends SMC 01.05.151
Section 14. Severability
Section 15. Clerical Errors

**Section 1. New Section SMC 01.05.005 – Chapter 7.80 RCW Adopted by Reference**

- This new section adopts RCW Chapter 7.80 – Civil Infractions by reference.

**Section 2. Amends SMC 01.05.020 – Enforcement Officer Defined**

- This amendment changes the title of the section from 'Administrative Responsibilities' to 'Enforcement Officer Defined'

- RCW 7.80.040 uses the term 'Enforcement Officer'. The section is updated to use the term 'Enforcement Officer' to be consistent with state law.

- This section is also updated to remove reference to SMC 03.01A, which was replaced by SMC 03.01B.

**Section 3. Amends SMC 01.05.040 – Notice of Infraction Process**

- This amendment changes the title of the section from 'Notice of Violation or Notice of Infraction' to 'Notice of Infraction Process' as *Notice of Infraction* is the term used in state law and court rules to describe the civil proceedings initiated in a court of limited jurisdiction pursuant to a statute that authorizes offenses to be punished as infractions.

- This section clarifies that the Notice of Infraction form and procedures are established by RCW 7.80 and the Washington State Court Rules: Infraction Rules for Courts of Limited Jurisdiction (IRLJ), or Spokane Municipal Court Local Rules.

**Section 4. Repeals SMC 01.05.050 – Notice of Infraction**

- This section is repealed as the Notice of Infraction procedures and form are established in RCW 7.80.050, RCW 7.80.070, IRLJ Rule 2.1, and IRLJ Rule 2.2.

**Section 5. Amends SMC 01.05.060 – Person Receiving Notice – Identification and Detention**

- This amendment removes the code reference to SMC 01.05.050, which is repealed by this ordinance. The language for *Identification and Detention* is required and consistent with RCW 7.80.060.

**Section 6. Repeals SMC 01.05.070 - Response to Notice of Infraction**

- This section is repealed as response to notice procedures are established by RCW 7.80.070, RCW 7.80.080, and IRLJ Rule 2.4.

DRAFT

- Response dates were changed by the legislature in 2026 through HB 2178 from 15 days to 30 days from the date the notice is personally served or, if the notice is served by mail, within 33 days of the date the notice is mailed. However, the code revisers may have missed updating RCW 7.80.080(1), which still refers to a response needed within 15 days of issuance of the notice of infraction.

**Section 7. Repeals SMC 01.05.080 - Failure to Respond**

- This section is repealed as procedures for the failure to respond to a notice of infraction are outlined in RCW 7.80.080 and IRLJ Rule 2.5.

**Section 8. Repeals SMC 01.05.090 - Contested Hearings – Preliminary Proceedings**

- This section is repealed as the preliminary proceedings for contested hearings are provided in IRLJ Rule 3.1.

**Section 9. Repeals SMC 01.05.100 - Procedure at Contested Hearing**

- This section is repealed as the procedures at contested hearings are provided in IRLJ Rule 3.3 and SPMIRLJ Rule 3.3.

- Disposition, including monetary penalties and community restitution, is provided for in RCW 7.80.120, RCW 7.80.130, RCW 7.80.140 and RCW 7.80.160, as well as IRLJ Rule 3.3, IRLJ Rule 3.4, and IRLJ Rule 3.6.

**Section 10. Repeals SMC 01.05.110 - Hearing on Mitigating Circumstances**

- This section is repealed as the procedures for hearings on mitigating circumstances is provided in RCW 7.80.110 and IRLJ Rule 3.4.

- Additionally, this code section conflicts with SPMIRLJ Rule 3.4, which provides that a mitigation hearing is heard by written statement.

**Section 11. Repeals SMC 01.05.120 – Failure to Appear**

- This section is repealed as the procedures for failure to appear are provided in RCW 7.80.080 and IRLJ Rule 3.2.

**Section 12. Amends SMC 01.05.140 – Certificate of Correction Process**

- This amendment adjusts the title of the section to indicate that the section describes the Certificate of Correction *process*.

- This update clarifies that an enforcement officer may (at their discretion) reinspect a violation and issue a certificate of correction if the violation has been corrected. This allows the Certificate of Correction to be filed with municipal court and provides that the

court may dismiss the latest infraction without prejudice.

- This section reaffirms the discretion of enforcement officers for the reinspection and issuance of a certificate of correction as well as the discretion of the municipal court for disposition.

**Section 13. Amends SMC 01.05.151 – Civil Infraction Penalty Schedule**

- This amendment removes the following code chapters that have since been repealed or recodified in other chapters of the Spokane Municipal Code:

  SMC 10.28 – Sidewalk Cafes
  SMC 10.51 – Mobile Food Vendors

- This amendment adds the following code chapters that have since been adopted, for which civil infractions may be issued for violations:

  SMC 10.47 – Emergency Medical Transport
  SMC 10.83 – Sale or Distribution of Kratom Products Prohibited
  SMC 12.15 – Activation of Public Spaces

**Section 14. Severability**

- Standard severability clause

**Section 15. Clerical Errors**

- Standard clerical errors clause

DRAFT

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Urban Experience **Date:** 10/15/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 10/7/2026 |
| | | **Clerk's File #** | ORD C36975 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 12/02/2026 | | **Project #** | |
| **Submitting Dept** | PLANNING SERVICES | **Bid #** | |
| **Contact Name/Phone** | AMANDA BECK X6414 | **Requisition #** | |
| **Contact E-Mail** | ABECK@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Hearings | | |
| **Council Sponsor(s)** | ZZAPPONE PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE CONFIRMING AND APPROVING THE DOWNTOWN PBIA 2027 | | |

**Agenda Wording**

An Ordinance approving and confirming the 2027 Assessments and Assessment Roll for the Downtown Parking and Business Improvement Area.

**Summary (Background)**

The Downtown PBIA, also known as the Downtown Business Improvement District (DBID), collects an annual special assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 04.31C SMC. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane, on behalf of the Downtown Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures recommended in administration of the BID as modeled on the projected 2027 Assessment. Acting as a board of equalization for the purpose of considering objections or comments made concerning the assessment roll, City Council may correct, revise, raise, lower, change or modify the assessment, assessment roll, management plan, and or the proposed budget. Per the annual assessment process set forth in Chapter 04.31 SMC: • City Council set the assessment roll hearing date by resolution; • The draft Assessment Roll will be made available for public viewing through the City Clerk's Office on November 2, 2026; • A mailed notice to property owners identified on the assessment roll will be mailed fifteen days prior to the public hearing to vote on the assessment roll; • City Council will hold a public hearing on December 2, 2026, and then vote on the 2027 assessment and assessment roll; • At the public hearing City Council will also vote on the proposed 2026 management plan and budget for the services to be provided by DSP on behalf of the ratepayers; and • Assessments are due January 31, 2027 (if paid in half the remainer is due July 31, 2027).

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

In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well represented and guide decision making for the BID. This includes utilizing the Security Ambassadors to complete additional vehicle

## 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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown Ratepayer Advisory Board is one avenue through which both the City and DSP know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Hosted events, grants to new businesses, and response calls from Clean & Green and the Security Ambassadors teams, which are detailed in the BID management plan, provide data for effectiveness of the Downtown BID. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient and appropriately servicing ratepayers. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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

Programs administered by the DSP support several strategies in the recently updated Spokane Downtown Plan, such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Festa Italiana, etc.) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, Economic Development, and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | |
| Total Cost | $ |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

The Downtown PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

| Amount | | Budget Account |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| | | |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

| | |
|---|---|
| **Expense Occurrence** | |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | GARDNER, SPENCER | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

## Distribution List

| | |
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| Emilie Cameron; ECameron@downtownspokane.org | Doug Kapelke; doug.kapelke@stcu.org |
| amcdaniel@spokanecity.org | smacdonald@spokanecity.org |
| sgardner@spokanecity.org | eking@spokanecity.org |
| | |
| | |

# ORDINANCE NO. C36975

An Ordinance approving and confirming the 2027 Assessments and the Assessment Roll for the Downtown Spokane Parking and Business Improvement Area, as codified and amended in Chapter 04.31C SMC, and setting an effective date.

**WHEREAS**, on November 11, 2026, the Spokane City Council passed Resolution 2026–00## which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

**WHEREAS**, pursuant to Resolution 2026–00##, a public hearing was held on December 2, 2026 to take public testimony regarding the assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area (PBIA); and

**WHEREAS**, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

**WHEREAS**, the City Council, through this ordinance, intends to levy assessments in the Downtown PBIA to provide programs and services that will specifically benefit the properties and businesses in the PBIA.

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

**Section 1.** Assessment Formula. The method of assessment is based upon the Assessment Formula outlined in SMC 04.31.040, including benefit zones and assessment classifications, and is calculated for the 2027 Assessment in Appendix B.

**Section 2.** Specially Benefitted Properties. Each of the businesses, multifamily residential, and mixed-use buildings, as described in RCW 35.87A.020, shown upon said Roll are hereby declared to be specially benefited by the programs authorized in Ordinance C32923, in at least the amount levied against the same.

**Section 3.** 2027 Assessments and Assessment Roll. The 2027 Assessments and Assessment Roll of the Downtown Spokane Parking and Business Improvement Area are hereby approved and confirmed, as included in Appendix B.

**Section 4.** Certification and Transmittal of Assessment Roll. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection pursuant to Spokane Municipal Code and state law.

**Section 5.** Payment of 2027 Assessments. The assessments for businesses, multifamily residential, and mixed-use buildings shown in the Assessment Roll are due

on January 31, 2027. The ratepayer may elect to make payments in two installments with the first half of the assessment due and payable on January 31, 2027, and the second half of the assessment due and payable on July 31, 2027. Prior to the due date, the ratepayers shall be sent a bill stating the amount of the assessment due and payable.

**Section 6.** Disputes of Assessment. Within sixty (60) days of the approval of the 2027 Assessment, assessment roll, and the management plan and budget, any ratepayer aggrieved by the amount of an assessment shall request a meeting and/or hearing before the Downtown PBIA Ratepayer Advisory Board. If not satisfied with the decision of the Ratepayer Advisory Board, the ratepayer must appeal the decision within ten (10) days from the date of the decision to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

**Section 7.** This ordinance, being one to implement the Downtown Spokane Parking and Business Improvement Area and confirming assessments therefor, shall take effect and be in full force from and after the date of its passage pursuant to Section 19.A of the Spokane City Charter.

PASSED by the City Council on this _____ day of December, 2026.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

APPENDIX B – 2027 Downtown PBIA

DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA
2027 Assessment Formula

Per Section 04.31.040(D) of the Spokane Municipal Code, increases in the amounts of the special assessments will be adjusted based on the change of the Consumer Price Index for All Urban Consumers (CPI-U) West Region.

The CPI-U West Region between July 2025 and July 2026 was 3.0 percent, therefore an inflationary factor was used to increase the assessment formula. The minimum benefit zone assessment was also increased by the 3.0 percent inflationary factor.

| **Tenant Assessments** | | | | |
|---|---|---|---|---|
| All tenant assessments are based upon square footage of space per lease, except where noted. The 2027 minimum assessment for property tenants is $119.75 per tenant at a property. | | | | |
| **Type of tenant** | **Zone 1** | **Zone 2** | **Zone 3** | **Zone 4** |
| Retail tenants<br>- Ground floor and skywalk | $0.36 | $0.21 | $0.17 | $0.00 |
| Office tenants<br>- Ground floor and skywalk | $0.21 | $0.20 | $0.16 | $0.00 |
| Office and retail tenants<br>- Upper floors and basement | $0.16 | $0.15 | $0.13 | $0.00 |
| Manufacturing tenants | $0.16 | $0.15 | $0.13 | $0.00 |
| Commercial parking<br>- Per parking space | $4.96 | $4.14 | $3.31 | $0.00 |
| Commercial theaters<br>- Per seat | $4.14 | $3.15 | $2.66 | $0.00 |
| Multifamily residential<br>- Per unit | $6.63 | $5.79 | $4.96 | $0.00 |

| **Property Owner Assessments** | | | | |
|---|---|---|---|---|
| Property owner assessments are based upon the current year's assessed values for land and improvements, no exemptions, and are calculated at a rate per $1,000 of total assessed value. Each property owner, including its tenants, shall be assessed under both the tenant and property owner formulas. There is an annual minimum assessment of $119.75 per parcel. | | | | |
| **Type of property** | **Zone 1** | **Zone 2** | **Zone 3** | **Zone 4** |
| Private property | $1.20 | $1.20 | $0.76 | $0.00 |
| Government | $0.87 | $0.87 | $0.65 | $0.00 |
| Residential/Condominiums<br>- Per unit, max of $234.50 | $0.65 | $0.65 | $0.44 | $0.00 |
| Public Facilities District | $0.34 | $0.34 | $0.34 | $0.00 |
| **Combined Owner/Tenant** | | | | |
| Hotel and motels<br>- Per room | $33.11 | $33.11 | $33.11 | $0.00 |
| Public parks<br>- Per acre | $0.00 | $0.00 | $0.00 | $198.06 |

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Urban Experience **Date:** 10/15/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 10/7/2026 |
| | | **Clerk's File #** | ORD C36976 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 12/02/2026 | | **Project #** | |
| **Submitting Dept** | PLANNING SERVICES | **Bid #** | |
| **Contact Name/Phone** | AMANDA BECK X6414 | **Requisition #** | |
| **Contact E-Mail** | ABECK@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Hearings | | |
| **Council Sponsor(s)** | ZZAPPONE PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE CONFIRMING AND APPROVING THE EAST SPRAGUE PBIA 2027 | | |

## Agenda Wording

An Ordinance approving and confirming the 2027 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area.

## Summary (Background)

The East Sprague Parking and Business Improvement Area, also known as the East Sprague Business Improvement District (ESBID), collects an annual special assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 04.31C SMC. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane, on behalf of the East Sprague Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures recommended in administration of the BID as modeled on the projected 2027 Assessment. Acting as a board of equalization for the purpose of considering objections or comments made concerning the assessment roll, City Council may correct, revise, raise, lower, change or modify the assessment, assessment roll, management plan, and or the proposed budget. Per the annual assessment process set forth in Chapter 04.31C SMC: • City Council set the assessment roll hearing date by resolution; • The draft Assessment Roll will be made available for public viewing through the City Clerk's Office on November 2, 2026; • A mailed notice to property owners identified on the assessment roll will be mailed fifteen days prior to the public hearing to vote on the assessment roll; • City Council will hold a public hearing on December 2, 2026, and then vote on the 2027 assessment and assessment roll; • At the public hearing City Council will also vote on the proposed 2026 management plan and budget for the services to be provided by ESBA on behalf of the ratepayers; and • Assessments are due January 31, 2027 (if paid in half the remainer is due July 31, 2027).

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

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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

The BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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

The creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | $ |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

| Amount | | Budget Account |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| | | |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

| | |
|---|---|
| **Expense Occurrence** | N/A |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | GARDNER, SPENCER | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
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| smacdonald@spokanecity.org | eking@spokanecity.org |
| | |
| | |

# ORDINANCE NO. C36976

An Ordinance approving and confirming the 2027 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 04.31C SMC, and setting an effective date.

**WHEREAS**, on November 11, 2026, the Spokane City Council passed Resolution 2026–00## which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

**WHEREAS**, pursuant to Resolution 2026–00##, a public hearing was held on December 2, 2026 to take public testimony regarding the assessments and assessment roll, and the management plan and budget for the East Sprague Parking and Business Improvement Area (PBIA); and

**WHEREAS**, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

**WHEREAS**, the City Council, through this ordinance, intends to levy assessments in the East Sprague PBIA to provide programs and services that will specifically benefit the properties and businesses in the PBIA.

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

**Section 1.** Assessment Formula. The method of assessment is based upon the Assessment Formula outlined in SMC 04.31C.040, including benefit zones and assessment classifications, and is calculated for the 2027 Assessment in Appendix A.

**Section 2.** Specially Benefitted Properties. Each of the businesses, multifamily residential, and mixed-use buildings, as described in RCW 35.87A.020, shown upon said Roll are hereby declared to be specially benefited by the programs authorized in Ordinance C35377, in at least the amount levied against the same.

**Section 3.** 2027 Assessments and Assessment Roll. The 2027 Assessments and Assessment Roll of the East Sprague Parking and Business Improvement Area are hereby approved and confirmed, as included in Appendix A.

**Section 4.** Certification and Transmittal of Assessment Roll. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection pursuant to Spokane Municipal Code and state law.

**Section 5.** Payment of 2027 Assessments. The assessments for businesses, multifamily residential, and mixed-use buildings shown in the Assessment Roll are due on January 31, 2027. The ratepayer may elect to make payments in two installments with the first half of the assessment due and payable on January 31, 2027, and the second half of the assessment due and payable on July 31, 2027. Prior to the due date, the ratepayers shall be sent a bill stating the amount of the assessment due and payable.

**Section 6.** Disputes of Assessment. Within sixty (60) days of the approval of the 2027 Assessment, assessment roll, and the management plan and budget, any ratepayer aggrieved by the amount of an assessment shall request a meeting and/or hearing before the East Sprague PBIA Ratepayer Advisory Board. If not satisfied with the decision of the Ratepayer Advisory Board, the ratepayer must appeal the decision within ten (10) days from the date of the decision to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

**Section 7.** This ordinance, being one to implement the East Sprague Parking and Business Improvement Area and confirming assessments therefor, shall take effect and be in full force from and after the date of its passage pursuant to Section 19.A of the Spokane City Charter.

PASSED by the City Council on _____, 2026.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

APPENDIX A – 2027 East Sprague PBIA

EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA
2027 Assessment Formula

| | **Land Square Footage (LSF) Assessment Rate** | | | **Taxable Assessed Value (TAV) Assessment Rate** |
|---|---|---|---|---|
| | **75%** | | | **25%** |
| **Benefit Zone** | Per LSF | Minimum | Maximum | Per $1,000 TAV |
| **Zone 1** Center and Corridor | 3.4 cents | $365.68 | $1,755.28 | 60 cents |
| **Zone 2** General Commercial | 1.7 cents | $182.84 | $877.64 | 30 cents |
| **Zone 3** Industrial | 0.8 cents | $95.07 | $438.76 | 15 cents |

2027 represents the twelfth assessment year for the East Sprague BID since 2016. Per Section 04.31C.040(C)(3) of the Spokane Municipal Code, for subsequent years the assessment will continue on a three-year cycle and follow the inflationary change provided in SMC 04.31C.040(C)(2). The twelfth year represents the third year of a three-year cycle.

Per SMC 04.31C.040(C)(2)(c), to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor. For 2027, the assessments will equal the “sixth year” multiplied by a CPI factor that is the lesser of six (6) percent or the percentage change in CPI for All Urban Consumers (CPI-U) West Region between June 2024 and June 2026. The TAV rate will remain the same.

In 2022, City Council approved Ordinance C36255 to ensure that the annual assessment stays apace with inflation, which amended the assessment formula such that the minimum and maximum LSF amounts are adjusted annually in the same percentage and manner as determined by the Inflationary Factor.

The CPI for All Urban Consumers (CPI-U): West Region between June 2024 and June 2026 was 5.9 percent. Therefore, 2027 assessments were increased by 5.9 percent for the 2027 assessment year. The minimum and maximum LSF amounts were increased by the 5.9 percent inflationary factor as well.

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Public Safety **Date:** 11/05/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 10/29/2026 |
| | | **Clerk's File #** | OPR 2025-0392 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 11/18/2026 | | **Project #** | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | MAGGIE YATES 6779 | **Requisition #** | |
| **Contact E-Mail** | MYATES@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KTELIS | | |
| **Sponsoring at Administrators Request** | YES | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | INTERLOCAL AGREEMENT AMENDMENT WITH SPOKANE COUNTY FOR STARS | | |

**Agenda Wording**

Interlocal Agreement amendment to OPR 2025-0392 (Spokane County No. 25ASO2968) extending the agreement for an additional one-year term.

**Summary (Background)**

The purpose of this amendment is to extend the interlocal agreement approved through OPR 2025-0392 for the coordination and administration of Opioid funds from City to the County for the expansion of treatment services for an additional one-year term. This extended Agreement shall automatically be renewed for one-year terms for each succeeding year unless terminated consistent with Section 5 of the Agreement or upon exhaustion of all City funds provided to County

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

See information provided in original OPR 2025-0392.

**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?**

See information provided in original OPR 2025-0392

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

See information provided in original OPR 2025-0392

**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?**

OPR 2025-0392

**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** | MCDANIEL, ADAM | | |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | FAIRBORN, KATHERINE | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
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OPR 2025-0392

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT NO. 25ASO2968**

This Amendment No. 1 Interlocal Agreement No. 25ASO2968 constitutes the written agreement of Spokane County (County) and the City of Spokane (City) entered between the Parties as authorized in Agreement No. 25ASO2968 Sections 4B.

Consistent with the terms of Agreement No. 25ASO2968 Section 4B, County has not spent all Opioid funds from City upon expiration of the Agreement. Instead of returning funds, the Parties agree, in writing, to extend the Agreement so that County may retain and distribute funds received from City consistent with the terms and intent in the original Agreement. To that end, this Agreement shall be extended by mutual agreement of the Parties as of June 30, 2026 for additional one year term. This extended Agreement shall automatically be renewed for one-year terms for each succeeding year unless terminated consistent with Section 5 of the Agreement or upon exhaustion of all City funds provided to County. No additional funds will be provided by the City under this Agreement.

**This Amendment shall be effective once signed by both parties**

| **SPOKANE COUNTY** | **CITY OF SPOKANE** |
|---|---|
| By_____ | By_____ |
| Signature Date | Signature Date |
| Jeff McMorris, Acting CEO_____ | _____ |
| Type or Print Name | Type or Print Name |
| Acting CEO_____ | _____ |
| Title | Title |
| Attest: | Approved as to form: |
| _____ | _____ |
| City Clerk | Assistant City Attorney |

Docusign Envelope ID: 30FC8988-8F6B-4C50-80A4-86460AE4D591

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 05/12/2025

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/02/2025

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/8/2025 | | |
| **Clerk's File #** | OPR 2025-0392 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | MAGGIE YATES 6753 | **Requisition #** | |
| **Contact E-Mail** | MYATES@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | SPOKANE CITY-COUNTY INTERLOCAL AGREEMENT FOR STARS/STAT | | |

## Agenda Wording

The purpose of this Agreement is to provide an instrument for the coordination and administration of Opioid funds from City to the County for the expansion of treatment services.

## Summary (Background)

An interlocal agreement between the City of Spokane and Spokane County as joint members of the Spokane County Opioid Abatement Council for investment in existing and ongoing programs within the community with the goal of expanding access to more immediate treatment services for individuals impacted by Opioid crisis within Spokane County. Services include expansion of Sobering, Triage & Transition (STaT) services through Spokane Treatment and Recovery Services (STARS), which includes additional capacity of up to twelve (12) STaT slots. The County agrees to use the funds from the City to expand, enhance, and improve these services.

Approved by Spokane City Council
on: 6/2/2025

City Clerk

Docusign Envelope ID: 30FC8988-8F6B-4C50-80A4-86460AE4D591

**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**

Docusign Envelope ID: 30FC8988-8F6B-4C50-80A4-86460AE4D591

| **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** | SCOTT, ALEXANDER | | |
| **Division Director** | GBYRD | | |
| **Accounting Manager** | GBYRD | | |
| **Legal** | GBYRD | | |
| **For the Mayor** | GBYRD | | |

| **Distribution List** | |
|---|---|
| | myates@spokanecity.org |
| | |
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| | |

NO. 25-0283

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT, 25ASO2968, WITH THE CITY OF SPOKANE FOR EXPANDED SERVICES AT SPOKANE TREATMENT AND RECOVERY SERVICES (STARS) FOR SOBERING, TRIAGE, AND TRANSITION (STaT) SERVICES

**RESOLUTION**

**WHEREAS**, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

**WHEREAS,** pursuant to the provisions of Revised Code of Washington (RCW) 36.01.030, the powers of Spokane County ("County") can only be exercised by the Board of County Commissioners of Spokane County, Washington ("Board"); and

**WHEREAS,** as part of a nationwide agreement, the Washington State Attorney General's Office settled litigation against opioid distributors and the Spokane Regional Service Area is receiving a portion of those opioid settlement funds as part of the collective agreement under the One Washington Memorandum of Understanding (MOU). As part of the One Washington MOU, the opioid settlement funds must be utilized for specifically approved purposes such as improving treatment of opioid use disorders, providing supports and resources for those struggling with opioid use disorder, addressing the needs of pregnant or parenting women (PPW) & their families, prevention of overprescribing, education support for first responders, etc.; and

**WHEREAS,** in response to the award of the Opioid Settlement funds, the Spokane Board of County Commissioners (BoCC) directed the Spokane County Community Services Department (CSD) to provide guidance, assist in obtaining and collecting community feedback, oversee service delivery, and to implement opioid priority investments in alignment with priorities specific to the Spokane region as identified by the BoCC; and

**WHEREAS,** Spokane County has been diligently implementing a comprehensive array of opioid abatement, mitigation, and treatment services as part of the opioid settlement priority investments directed by the BoCC, which includes supported housing for Pregnant and Parenting woman and families of babies with Neonatal Abstinence Syndrome (NAS),twenty-three (23) hour Crisis Relief and Sobering Service expansion, expansion of crisis relief, sobering, and treatment Services, and ongoing evaluation of system needs & gap areas;

**WHEREAS,** during the January 27, 2025 BoCC Strategic Planning Meeting, along with April 29, 2025 BoCC Briefing, the Board approved the collaboration, negotiation and eventual creation of an inter-local agreement (ILA) with the City of Spokane to support the expansion of Spokane County's existing Sobering, Triage, and Transition (STaT) program with Spokane Treatment and Recovery Services (STARS) through the investment of the City of Spokane's opioid settlement funds; and

**WHEREAS**, the expansion of STaT services at STARS will leverage existing resources while utilizing both City and County Opioid funding toward a regional goal of addressing the substance use and Opioid crisis impacting the community, and increase capacity of the STaT program up to a total of twenty-four (24) treatment slots. The City of Spokane has agreed to pay Spokane County a one-time sum of $400,000.00 to support this program, via the ILA, 25ASO2968.

**NOW, THEREFORE BE IT RESOLVED** by the Spokane Board of the County Commissioners approves the ILA, 25ASO2968, with the City of Spokane, in relation to terms as described herein.

**BE IT FURTHER RESOLVED** that the Chair of the Board, a majority of the Board, or the Chief Executive Officer or his designee, may execute, at other than an open meeting, the contract attached hereto and any and all documents to implement the contract, as well as any subsequent amendments after review by the Grants Administrator or designee.

**PASSED AND ADOPTED** this 3rd day of June, 2025.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

Amber Waldref, Commissioner

Chris Jordan, Commissioner

ATTEST:

Ginna Vasquez
Clerk of the Board

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

Docusign Envelope ID: 30FC8988-8F6B-4C50-80A4-86460AE4D591

25ASO2968

# INTERLOCAL AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this 3rd day of June, 2025, by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington (the "County"), , whose address is 1116 W. Broadway Avenue, Spokane, WA 99260, hereinafter referred to as "**COUNTY**", and the **CITY OF SPOKANE** (the "City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Blvd., collectively referred to as "the **PARTIES**."

## RECITALS

A. This Agreement is entered into by the PARTIES pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) in order to jointly and cooperatively exercise their respective powers and duties, which includes, but is not limited to, joint financing of projects meant to provide greater benefit and impact for the citizens the PARTIES represent.

B. PARTIES are recipients of funds as part of the nationwide settlements against various opioid medication distributors, referred to as Opioid Settlement Funds, and are joint members of the Spokane County Opioid Abatement Council.

C. PARTIES share the common mission of seeking to improve the welfare and health of all citizens within their communities, including providing short-term emergency services and long-term treatment services for those directly affected by the ongoing opioid crisis.

D. The City agrees to invest in existing and ongoing programs within the community with the goal of expanding access to more immediate treatment services for individuals impacted by Opioid crisis within Spokane County. Services include expansion of Sobering, Triage & Transition (STaT) services through Spokane Treatment and Recovery Services (STARS), which includes additional capacity of up to twelve (12) STaT slots. The County agrees to use the funds from the City to expand, enhance, and improve these services.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreement among the PARTIES set forth below, and for valuable consideration, the PARTIES agree as follows:

### 1. Purpose of Agreement

The purpose of this Agreement is to provide an instrument for the coordination and administration of Opioid funds from City to the County for the expansion of treatment services.

### 2. Effective Date and Duration

This Agreement will commence on July 1, 2025 and terminate on June 30, 2026 unless terminated consistent with Section 5. This Agreement may be renewed for additional one year period based on funding. Renewal shall be effective upon written approval of the PARTIES.

### 3. Administrators

Each PARTY to this Agreement shall designate an individual (an "Administrator") to oversee and administer such PARTY's participation in this Agreement. The initial Administrators of the PARTIES shall be the following individuals:

For: **SPOKANE COUNTY**
Community Services Director & Integrated Behavioral Health Care Manager
1116 W. Broadway
Spokane, WA 99260

For: **CITY OF SPOKANE**
Deputy City Administrator
808 W. Spokane Falls Boulevard
Spokane, WA 99201

Any PARTY may change its Administrator at any time by delivering written notice of such PARTY's new Administrator to all other PARTIES.

## 4. Costs and Payment

A. City agrees to pay the County a lump sum of four Hundred Thousand Dollars ($400,000.00) of the City's Opioid funding. It shall be paid within thirty (30) days mutual ratification of this agreement, unless agreed otherwise by the PARTIES or in case of extraordinary circumstances as defined by RCW 39.76.020(5). If this Agreement is extended for subsequent years, payment shall be made within thirty (30) calendar days that all PARTIES affirm the renewal in writing, unless otherwise agreed in writing by the PARTIES or in case of extraordinary circumstances as defined by RCW 39.76.020(5).

B. If not all Opioid funds from the City are expended for the identified services prior to expiration of the Agreement, County shall advise the City regarding the value of unspent funds. Should the Parties renew the Agreement for an additional term, County shall prorate the City's payment for the following year to account for unspent funds. If the PARTIES do not renew the Agreement, unspent funds shall be returned from the County to City unless PARTIES reach an alternative resolution in writing.

C. The County shall exercise its discretion through its authorized agencies to allocate funds from City towards the provision and administration of services contemplated in the recitals of this Agreement. Should the City wish to modify how the County allocates funds or direct payments, such modifications must be agreed by the Parties in writing. Should Parties fail to reach a suitable agreement on expenditures, either party may exercise the right to terminate without cause for the following year as outlined in Section 5.

## 5. Termination

Notwithstanding any other provision of the Agreement to the contrary, either party may terminate this Agreement without cause prior to expiration of the contractual term by providing the other Party at least ninety (90) days' prior written notice of its election to terminate. Any funds not expended by County, excluding funds already encumbered in contract or designated for services already incurred up to the effective date of termination, for the contractual duration shall be returned to City.

## 6. Independent Contractors

County shall disburse funds from City to contracted agencies for the purposes of providing treatment services. Each PARTY shall be solely responsible for control, supervision, direction, and discipline of its own personnel.

## 7. Hold Harmless and Indemnification

A. Except in those situations where the PARTIES have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. For the purposes of this provision, Provider shall be deemed covered equivalent to each other PARTY.

B. Each PARTY is responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

C. In the case of negligence by all PARTIES, any damages allowed will be levied in proportion to the percentage of negligence attributable to each PARTY and each PARTY will have the right to seek contribution from the other responsible PARTY in proportion to the percentage of negligence attributable to the other PARTY.

D. These indemnification provisions shall survive any termination of this Agreement.

## 8. Liability Related to City Ordinances, Policies, Rules and Regulations

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City of Spokane ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

## 9. Compliance with Laws

In the performing its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules, and regulations.

## 10. Dispute Resolution

A. If a conflict arises between any of the PARTIES regarding or relating to the terms of or performance under this Agreement, then the PARTIES shall use their best efforts to resolve such conflict promptly and informally. Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

B. Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each Party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one Party gives written notice to the other by certified mail, personal, or electronic service. Such notice shall identify the dispute or controversy with particularity and state that the Party is commencing this Level 1 procedure to resolve the dispute. After receiving such notice, the PARTIES shall meet either in person or through electronic means. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.

C. Level 2: Only after the PARTIES have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the PARTIES shall enter into a mediation process. Each Party shall bear its own

costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the PARTIES. The PARTIES shall select a mutually agreeable mediator in Spokane County, Washington to aid the PARTIES in resolving the dispute or controversy. The mediator shall be a licensed attorney in the State of Washington and not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location. The PARTIES shall act in good faith to resolve disputes through mediation.

D. Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring a suit in the courts of competent jurisdiction within Spokane County, Washington.

**11. Time of the Essence**

Time is of the essence for each term of this Agreement, as well as any attachments, exhibits, or other materials incorporated herein.

**12. Entire Agreement**

This Agreement, and any attachments, exhibits, or other materials incorporated herein, constitutes the complete and exclusive understanding between the PARTIES regarding the subject matter hereto. There are no other promises, terms, or understandings regarding this Agreement.

**13. Amendment**

This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the PARTIES.

**14. Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the substantive and procedural laws of the State of Washington. The venue of any action arising from or relating to this Agreement will be a court of competent jurisdiction in Spokane County, Washington.

**15. No Waiver**

If at any time a Party fails to require performance by another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.

**16. No Assignment; No Third-Party Beneficiaries**

This Agreement may not be assigned, either in whole or in part, by any Party in any manner distinct from what is specified in this agreement. Any attempt by any Party to assign any part of this Agreement to a third party will be null and void. No other person will be deemed to have any rights or privileges with respect to this Agreement.

**17. No Separate Entity Necessary**

This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

**18. Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

**19. Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

**20. SEVERABILITY.** Any provision of the Agreement, which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date first above written.

**PASSED AND ADOPTED** this 3rd day of June, 2025.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

Amber Waldref, Commissioner

Chris Jordan, Commissioner

ATTEST:

Ginna Vasquez
Clerk of the Board

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

CITY OF SPOKANE

By Maggie Yates
Assistant City Administrator

Maggie Yates
Type or Pring Name and Title

ATTEST:

City Clerk

Approved as to form:

Michael J. Piccolo
Assistant City Attorney

CITY OF SPOKANE WASHINGTON

**Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)**

# *AGENDA SHEET*

***SUBMITTING DEPARTMENT: Community Services***

***CONTACT PERSON: Justin Johnson, Jamie Gadd***

***PHONE NUMBER: 477-4510, 477-4512***

## *CHECK TYPE OF MEETING BELOW:*

☒ Regular Legislative Session Agenda

## *BELOW FOR CLERK'S USE ONLY:*

| | |
|---|---|
| Clerk's Resolution No. | 25-0283 |
| Approved: | Majority/Unanimous |
| Denied: | Majority/Unanimous |
| Renews/Amends No. | |
| Public Works No. | |
| Purchasing Dept. No. | |

***AGENDA TITLE** (please provide a reasonably descriptive agenda title for this item:* In the matter of executing an interlocal agreement, 25ASO2968, with the City of Spokane, for expanded services at Spokane Treatment and Recovery Services (STARS) for sobering, triage, and transition (STaT) services.

***DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request):* In response to the award of the Opioid Settlement funds, the Spokane Board of County Commissioners (BoCC) directed the Spokane County Community Services Department (CSD) to provide guidance, assist in obtaining and collecting community feedback, oversee service delivery, and to implement opioid priority investments in alignment with priorities specific to the Spokane region as identified by the BoCC.

One of the identified priorities was the expansion of crisis relief & sobering services and other direct services. The BoCC approved the collaboration, negotiation, and eventual creation of an inter-local agreement (ILA) with the City of Spokane to support the expansion of Spokane County's Sobering, Triage, and Transition (STaT) program with Spokane Treatment and Recovery Services (STARS) through investment of the City of Spokane's opioid settlement funds. The City of Spokane has agreed to pay Spokane County a one-time sum of $400,000.00 to support this program via the ILA, 25ASO2968.

***FISCAL IMPACT** (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* Acceptance of $400,000.00 from the City of Spokane

***REQUESTED BOARD ACTION** (if any):* Approve

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: Legal and Grants Management reviewed during the CivicClerk approval process

This Item will need to be codified in the Spokane County Code: No

docusign

## Certificate Of Completion

Envelope Id: 30FC8988-8F6B-4C50-80A4-86460AE4D591
Subject: OPR 2025-0392 - CONTRACT - SPOKANE COUNTY INTERLOCAL AGREEMENT
Source Envelope:
Document Pages: 11
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0
Stamps: 1

Status: Completed

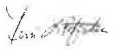
Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

## Record Tracking

Status: Original
6/3/2025 12:00:42 PM

Holder: Daniel Rose
drose@spokanecity.org

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Terri L. Pfister<br>tpfister@spokanecity.org<br>City Clerk<br>City of Spokane<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 198.1.39.252 | Sent: 6/3/2025 12:05:00 PM<br>Viewed: 6/3/2025 1:16:36 PM<br>Signed: 6/3/2025 1:16:52 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Michael J. Piccolo<br>mpiccolo@spokanecity.org<br>City Attorney<br>Security Level: Email, Account Authentication (None) | Michael J. Piccolo<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 155.190.3.5 | Sent: 6/3/2025 1:16:53 PM<br>Viewed: 6/3/2025 1:17:42 PM<br>Signed: 6/3/2025 1:18:03 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Maggie Yates<br>myates@spokanecity.org<br>Assistant City Administrator<br>Security Level: Email, Account Authentication (None) | Maggie Yates<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 155.190.3.6 | Sent: 6/3/2025 1:18:05 PM<br>Viewed: 6/3/2025 1:20:07 PM<br>Signed: 6/3/2025 1:20:59 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/3/2025 1:20:07 PM<br>ID: 2795bd79-7ea4-48c5-8006-0bdf59056e74 | | |
| Terri L. Pfister<br>tpfister@spokanecity.org<br>City Clerk<br>City of Spokane<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 155.190.3.6 | Sent: 6/3/2025 1:21:00 PM<br>Resent: 6/3/2025 1:27:45 PM<br>Viewed: 6/3/2025 1:44:51 PM<br>Signed: 6/3/2025 1:52:52 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 6/3/2025 12:05:00 PM |
| Envelope Updated | Security Checked | 6/3/2025 1:21:53 PM |
| Envelope Updated | Security Checked | 6/3/2025 1:46:23 PM |
| Certified Delivered | Security Checked | 6/3/2025 1:44:51 PM |
| Signing Complete | Security Checked | 6/3/2025 1:52:52 PM |
| Completed | Security Checked | 6/3/2025 1:52:52 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

**Electronic Record and Signature Disclosure**

## CONSUMER DISCLOSURE

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To contact us by email send messages to: klund@spokanecity.org

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i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

| | |
|---|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | Allow per session cookies |

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# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 11/05/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/18/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/23/2026 | | |
| **Clerk's File #** | OPR 2026-0907 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FLEET SERVICES | **Bid #** | |
| **Contact Name/Phone** | RICK GIDDINGS 5096257706 | **Requisition #** | RE21037-000 |
| **Contact E-Mail** | RGIDDINGS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | FLEET SERVICES - PRE APPROVAL TO PURCHASE 1 NEW OR USED VEHICLE FOR | | |

## Agenda Wording

Pre-purchase approval for one new or used Ford Maverick or equivalent for SPD Traffic Unit from best price dealer. Price not to exceed $50,000 including sales tax and commissioning.

## Summary (Background)

SPD would like to replace a traffic unit that has exceeded its economic lifecycle with a new or used Ford Maverick or equivalent from a yet to be determined dealership based on price and availability. Hybrid drivetrain will be prioritized if available. Total cost including sales tax is not to exceed $35,000 for the vehicle and $15,000 for commissioning costs.

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

None identified.

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

Data will not be collected.

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

Fleet service collects lifecycle data for future analysis.

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

Aligns with City Centralized Fleet Management Policy

**Council Subcommittee Review**

No subcommittee for this topic.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 50,000 |
| Current Year Cost | $ 50,000 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

Purchase will be made based on availability utilizing market analysis and blue book comparison tools.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 35,000 | # 0680-11120-94210-56404-99999 |
| Expense | $ 15,000 | # 0680-11120-94210-56416-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Reserves |

**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 | CLARK, STEVEN S. | PURCHASING | NECHANICKY, JASON |
| Division Director | BOSTON, MATTHEW | | |
| Accounting Manager | ZOLLINGER, NICHOLAS | | |
| Legal | FAIRBORN, KATHERINE | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| RGIDDINGS@SPOKANECITY.ORG | Tprince@spokanecity.org |
| ssclark@spokanecity.org | dhayes@spokanecity.org |
| fleetservicesaccounting@spokanecity.org | kahaack@spokanecity.org |
| | |
| | |

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 11/10/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/18/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 11/6/2026 | | |
| **Clerk's File #** | OPR 2026-0908 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | HUMAN RESOURCES | **Bid #** | |
| **Contact Name/Phone** | DEBBIE 625-6373 | **Requisition #** | |
| **Contact E-Mail** | DDECORDE@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | APPROVAL OF SUPPLEMENTAL AGREEMENT (LOCAL 270) | | |

## Agenda Wording

Approval of Supplemental Agreement between the City of Spokane and Local 270 (AFSCME) Regarding medical Premium Rates

## Summary (Background)

Premiums for medical coverage for City employees have risen sharply, by 27.10% for 2027. Collective bargaining agreements with unions representing City employees set the City's minimum obligation for absorbing a share of the premium costs, but administration remains committed to easing the impact of increased premium costs by absorbing more of the employees' share increased cost of the premiums. The attached agreement adds plan options for employees and modifies the existing premium split between the City and the employees of Local 270, as follows: For the following plans, the 27.1% premium increase will be shared with the City absorbing 13.55% and employees 13.55%: a. Premera City Plan V b. Premera City Plan VI c. Premera City Plan VII d. Kaiser Permanente Plan III e. Kaiser Permanente Plan IV f. Kaiser Permanente Plan V For the newly created plans, the following premium share will be established for 2027: a. Premera City Plan VIII i. Premium share for all tiers will be paid 80% by the City and 20% by employees b. Kaiser Permanente Plan VI i. Premium share for all tiers will be paid 80% by the City and 20% by employees A tentative agreement was reached with Local 270 on 10/21/26, pending a ratification vote of Local 270/Local 270-PD's membership. The deadline for the Union to ratify this 2027 medical premium share agreement is 11/11/26.

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

Not applicable / internal to City employees

**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 / internal to City employees

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

Not applicable / internal to City employees

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

Not applicable / internal to City employees

**Council Subcommittee Review**

Not applicable.

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| 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** | WRIGHT, CHRISTOPHER | | |
| **Division Director** | CWRIGHT | | |
| **Accounting Manager** | CWRIGHT | | |
| **Legal** | CWRIGHT | | |
| **For the Mayor** | CWRIGHT | | |

**Distribution List**

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|---|---|
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# SUPPLEMENTAL AGREEMENT

**Between**
**The City of Spokane**
**and**
**Local 270, AFSCME**

**RE:** 2027 Medical Benefit Premium Rates

**Background:**

Pursuant to this Supplemental Agreement, the City of Spokane and Local 270 and 270-PD agree for the purpose of establishing medical insurance premium rates for the 2027 calendar year coverage.

**Agreement:**

The Parties agree to amend Article IX – Health and Well-being, Section A – Medical, Life and Dental Insurance of Local 270's 2021 – 2025 Collective Bargaining Agreement regarding the split of premium increases to the 2027 medical plans. The total premium increase of 27.1% is being shared as 13.55% for the employee and 13.55% for the City for the 2027 calendar year coverage. The table below depicts the Benefit rates the Parties agree to accordingly.

**TERMS OF AGREEMENT:** This Agreement shall become effective on the first pay period of December 2026 and shall continue in full force and effect through the last pay period of November 2027 unless plan design changes, new plans and/or premium share rates are negotiated and implemented in 2027.

Per Article VIII – Health and Well Being, Section A – Medical, Life, and Dental Insurance:

Effective January 1, 2027, Local 270 and Local 270-PD employees may elect from eight (8) different medical plans. The plan options will be: Premera City Plan V, Premera City Plan VI, Premera City Plan VII and new Premera City Plan VIII -or- Kaiser Permanente Plan III, Kaiser Permanente Plan IV, Kaiser Permanente Plan V and new Kaiser Permanente Plan VI.

Effective January 1, 2027 employees will have coverage under the Delta Dental Plan with $1,250 annual maximum and dental premiums will be paid 100% by the City if and until a successor Collective Bargaining Agreement changes that coverage. Employees are eligible to add legally registered domestic partners to their medical and dental plans.

Effective for plan year 2027, total medical plan premiums are increasing 27.10%. The resulting premium increases for these aforementioned eight (8) different medical plans will be shared as follows:

- For existing City plans added as plan options for Local 270, the following will apply:
    a. Premera City Plan VII
        i. Tier Employee/City share will mimic Premera Plan V
    b. Kaiser Permanente Plan V
        i. Tier Employee/City share will mimic Kaiser Permanente Plan III
- For the following plans, the 27.1% premium increase will be shared with the City absorbing 13.55% and employees 13.55%
    a. Premera City Plan V
    b. Premera City Plan VI
    c. Premera City Plan VII
    d. Kaiser Permanente Plan III
    e. Kaiser Permanente Plan IV
    f. Kaiser Permanente Plan V
- For the newly created plans, the following premium share will be established for 2027
    a. Premera City Plan VIII
        i. Premium share for all tiers will be paid 80% by the City and 20% by employees
    b. Kaiser Permanente Plan VI
        i. Premium share for all tiers will be paid 80% by the City and 20% by employees

**<u>Please note:</u> A tentative agreement was reached on 10/21/26, pending a ratification vote of Local 270/Local 270-PD's membership. The deadline for the Union to ratify this 2027 medical premium share agreement is 11/16/26.**

FOR THE CITY:

_____
Allison Adam Date
Director, Human Resources

_____
Debbie DeCorde Date
Deputy Director, Human Resources

_____
Alexander Scott Date
City Administrator

Attest:

_____
Giacobbe Byrd Date
City Clerk

Approved as to form:

_____
Michael Piccolo Date
City Attorney

FOR THE UNION:

_____
Joe Cavanaugh Date
President, Local 270

_____
Natalie Hilderbrand Date
Staff Representative, AFSCME Council 2

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 11/10/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/18/2026

| | |
|---|---|
| **Date Rec'd** | 11/6/2026 |
| **Clerk's File #** | OPR 2026-0909 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | HUMAN RESOURCES |
| **Contact Name/Phone** | DEBBIE 625-6373 |
| **Contact E-Mail** | DDECORDE@SPOKANECITY.ORG |
| **Agenda Item Type** | Contract Item |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE |
| **Sponsoring at Administrators Request** | YES |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | APPROVAL OF SUPPLEMENTAL AGREEMENT (M & P / EXEMPT A,B) |

## Agenda Wording

Approval of Supplemental Agreement between the City of Spokane and Managerial and Professional Association regarding Medical Premium Rates

## Summary (Background)

Premiums for medical coverage for City employees have risen sharply, by 27.10% for 2027. Collective bargaining agreements with unions representing City employees set the City's minimum obligation for absorbing a share of the premium costs, but administration remains committed to easing the impact of increased premium costs by absorbing more of the employees' share increased cost of the premiums. The anticipated agreement adds plan options for employees and modifies the existing premium split between the City and the employees of M & P Exempt A & B employees, as follows: For the following plans, the 27.1% premium increase will be shared with the City absorbing 13.55% and employees 13.55%: a. Premera City Plan V b. Premera City Plan VI c. Premera City Plan VII d. Kaiser Permanente Plan III e. Kaiser Permanente Plan IV f. Kaiser Permanente Plan V For the newly created plans, the following premium share will be established for 2027: a. Premera City Plan VIII i. Premium share for all tiers will be paid 80% by the City and 20% by employees b. Kaiser Permanente Plan VI i. Premium share for all tiers will be paid 80% by the City and 20% by employees A tentative agreement is expected soon with the bargaining unit, and is subject to ratification by union membership. This legislative item will be updated as soon as a draft agreement is available.

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

Not applicable / internal to City employees

**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 / internal to City employees

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

Not applicable / internal to City employees

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

Not applicable / internal to City employees

**Council Subcommittee Review**

Not applicable

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| 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** | WRIGHT, CHRISTOPHER | | |
| **Division Director** | CWRIGHT | | |
| **Accounting Manager** | CWRIGHT | | |
| **Legal** | CWRIGHT | | |
| **For the Mayor** | CWRIGHT | | |

| **Distribution List** | |
|---|---|
| aadam@spokanecity.org | ddecorde@spokanecity.org |
| mboston@spokanecity.org | ascott@spokanecity.org |
| | |
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# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/18/2026

| | |
|---|---|
| **Date Rec'd** | 10/20/2026 |
| **Clerk's File #** | RES 2026-0084 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | CITY ATTORNEY |
| **Contact Name/Phone** | DAN EIGLER 6238 |
| **Contact E-Mail** | DEIGLER@SPOKANECITY.ORG |
| **Agenda Item Type** | Resolutions |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | SETTLEMENT RESOLUTION - ALLBERY V. CITY OF SPOKANE |

## Agenda Wording

Resolution approving settlement in Allbery v. City of Spokane litigation, Spokane County Superior Court Cause #26-2-03767-32.

## Summary (Background)

Andrea Allbery filed a claim against the City of Spokane on April 1, 2026, out of an incident that took place on or about June 16, 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**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 65,000.00 |
| Current Year Cost | $ 65,000.00 |
| Subsequent Year(s) Cost | $ |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | $ 65,000.00 | # TBD |
| 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** | PICCOLO, MIKE | | |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | PICCOLO, MIKE | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
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| deigler@spokanecity.org | mdominguez@spokanecity.org |
| zach.ray@us.davies-group.com | |
| | |
| | |

Resolution No. 2026-0084

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

Resolution approving settlement in Allbery v. City of Spokane litigation, Spokane County Superior Court Cause #26-2-03767-32.

WHEREAS, a claim for damages was filed with the City of Spokane by Andrea Allbery ("Claimant") on April 1, 2026, arising out of an incident on or about June 16th, 2025, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **SIXTY-FIVE THOUSAND DOLLARS AND NO/100 ($65,000.00)**.

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **SIXTY-FIVE THOUSAND DOLLARS AND NO/100 ($65,000.00)** to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/18/2026

| | |
|---|---|
| **Date Rec'd** | 10/21/2026 |
| **Clerk's File #** | RES 2026-0085 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | | | |
|---|---|---|---|
| **Submitting Dept** | CITY COUNCIL | | |
| **Contact Name/Phone** | PAUL DILLON 625-6254 | | |
| **Contact E-Mail** | PDILLON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | PDILLON SDIXIT KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | DESIGNATION OF GREATER SPOKANE LOW INCOME HOUSING CONSORTIUM | | |

## Agenda Wording

A RESOLUTION designating Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, to establish and operate as a land bank as provided in Chapter 35.108 RCW.

## Summary (Background)

Washington State Bill 1974 (2026), later codified into Chapter 35.108 RCW authorizes local governments to adopt local legislation to establish a land bank to use new State-created tools and funds to address the problems caused by vacant, abandoned, and tax-delinquent properties. Once so designated, the land bank can hold property, tax-exempt, while preparing it for affordable housing and public benefit uses included with or attached to affordable housing. The state law permits the establishment of a land bank by a public corporation, a public housing authority established under chapter 35.82 RCW, or an entity with tax-exempt 501(c)(3)status. The legislation permits the land bank to be designated by resolution or established by ordinance and to use new state-created tools and funds to address the problems caused by vacant, abandoned, and tax-delinquent properties. This resolution designates the Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank to operate as a land bank under the terms of RCW 35.108. Greater Spokane Low Income Housing Consortium is a nonprofit Washington corporation and has been designated as a tax-exempt entity under Section 501 (c) (3) of the Internal Revenue Code; and therefore, qualifies for designation to establish and operate a land bank under RCW 35.108. Further, it has consented to the designation and the terms governing that designation, including providing an annual report to the Mayor and City Council commencing March 1, 2027. The resolution states the designation will remain in effect for five years, until January 1, 2032, during which time the Council will evaluate the merits of the land bank program and either renew the designation here, evaluate other entities for designation, and/or establish a public corporation to operate a land bank.

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

The goal of the land bank designation is to increase low-income housing stock by making vacant or underutilized property more affordable for low-income housing developers. It is presumed such goals benefit all Spokane citizens, but in particular historically marginalized communities.

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

The resolution requires the designee to report annually to the Mayor and Spokane City Council. The contents of the annual report will include, at a minimum. the information required by RCW 35.108.050: (a) Real property parcels acquired, held, and transferred during the year; (b) The manner of disposition and alignment with local housing and land use plans; (c) How each action advanced a community benefit; (d) The purchase price and assessed value of each parcel acquired; (e) The sales price and assessed value of each parcel transferred; (f) The number of housing units developed on each parcel transferred; (g) The affordability

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

See answer above

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

This program is consistent with the multiple programs advanced by the City of Spokane to increase the stock of low income housing.

**Council Subcommittee Review**

None

| **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** | | | |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | | | |

| **Distribution List** | |
|---|---|
| pdillon@spokanecity.org | benstuckart@gmail.com |
| amcdaniel@spokanecity.org | sdixit@spokanecity.org |
| Kklitzke@spokanecity.org | |
| | |
| | |

**RESOLUTION 2026-0085**

A RESOLUTION designating Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, to establish and operate as a land bank as provided in Chapter 35.108 RCW.

WHEREAS, on March 27, 2026, House Bill 1974, which was sponsored by State Representative Natasha Hill and which authorized coordinated land banking, was signed into law by Governor Bob Ferguson and later codified into Chapter 35.108 of the Revised Code of Washington; and

WHEREAS, House Bill1974 authorizes local governments to adopt local legislation to establish a land bank to use new State-created tools and funds to address the problems caused by vacant, abandoned, and tax-delinquent properties; and

WHEREAS, land bank hold property, tax-exempt, while preparing it for affordable housing and public benefit uses included with or attached to affordable housing; and

WHEREAS, a city or county may authorize the establishment of a land bank by a public corporation established under RCW 35.21.730, a public housing authority established under chapter 35.82 RCW, or an entity exempt from federal income taxation under 26 U.S.C. Sec. 501(c)(3) of the internal revenue code of 1986, as amended; and

WHEREAS, the city or county legislative authority must adopt an ordinance or resolution authorizing such entity to establish and operate a land bank; and

WHEREAS, the Spokane Regional Land Bank was established in May 2022 by the Greater Spokane Low Income Housing Consortium with a mission is to provide access to low-cost land for affordable housing development; and

WHEREAS, the Greater Spokane Low Income Housing Consortium is a nonprofit Washington corporation and has been designated as a tax-exempt entity under Section 501 (c) (3) of the Internal Revenue Code; and therefore, qualifies for designation to establish and operate a land bank under RCW 35.108; and

WHEREAS, the City Council finds that designating the Greater Spokane Regional Land Bank as a land bank is the most expeditious path toward implementing a land bank under House Bill 1974; and

WHEREAS, the City Council finds that the governing body of the Greater Spokane Regional Land Bank, in a written resolution dated _____, 2026, has consented to designation as a land bank and agreed to abide by the terms of such designation; and

WHEREAS, the City Council intends for this designation to be in effect for approximately five years, until January 1, 2032, during which time the Council will evaluate the merits of the land bank program and either renew the designation here, evaluate other entities for designation, and/or establish a public corporation to operate a land bank;

**NOW, THEREFORE**, **BE IT RESOLVED**, that pursuant to RCW 35.108.030, the Spokane City Council designates Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, (UBI 601 258 322) to establish and operate a land bank as provided under Chapter 35.108 RCW; and

**BE IT FURTHER RESOLVED** that the public purpose of this designation is to permit the Greater Spokane Low Income Housing Development Consortium, dba Spokane Regional Land Bank, to acquire, hold, manage and transfer property for affordable housing consistent with adopted local housing plans and Chapter 36.70A RCW;

**BE IT FURTHER RESOLVED** that the Greater Spokane Low Income Housing Development Consortium, dba Spokane Regional Land Bank, shall govern its affairs consistent with Washington and federal law relating to nonprofit corporations, and public oversight shall be satisfied through the annual reporting required by this resolution and Section 35.108.050; and

**BE IT FURTHER RESOLVED** that Greater Spokane Low Income Housing Development Consortium, dba Spokane Regional Land Bank, shall be deemed to have all of the responsibilities and authority of a land bank under Chapter 35.108 RCW, including, but not limited to:

1) Establishing and maintaining an inventory of real property acquired, held, leased, or transferred by a land bank authority consistent with Chapter 35.108 RCW;
2) Acquiring, holding, managing, improving, leasing, transferring and/or disposing to be used as affordable housing, consistent with Chapter 35.108 RCW, including transfers at less than fair market value in exchange for affordability requirements stated therein; and
3) Commencing March 1, 2027, and thereafter on March 1 of each year, preparing and publishing an annual report fulfilling the requirements of RCW 35.108.050 and in addition, formally presenting such report to the Mayor of Spokane and the Spokane City Council; and

**BE IT FURTHER RESOLVED** that the designation under this resolution shall expire on January 1, 2032 unless renewed by resolution of this council or supplanted by ordinance of equal effect.

Adopted by the City Council this ____ day of November, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/18/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/16/2026 | | |
| **Clerk's File #** | RES 2026-0086 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FINANCE & ADMINISTRATION | **Bid #** | |
| **Contact Name/Phone** | MATT BOSTON 625-6820 | **Requisition #** | |
| **Contact E-Mail** | MBOSTON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | DOWNRIVER SIP REFI LOAN | | |

## Agenda Wording

A resolution of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs.

## Summary (Background)

The 2021 $2.5M Downriver SIP loan has not been paid off and needs to be refinanced. The Golf fund has the opportunity to prepay this refinanced loan.

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

N/A - this is authorizing a refinance of existing internal debt

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

N/A - this is authorizing a refinance of existing internal debt

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

N/A - this is authorizing a refinance of existing internal debt

**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 - this is authorizing a refinance of existing internal debt

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** $1,535,000 |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Reallocation |

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

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | STRATTON, JESSICA | | |
| **Division Director** | BOSTON, MATTHEW | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
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| jmiller@spokanecity.org | sneal@spokanecity.org |
| | |
| | |
| | |

**CITY OF SPOKANE, WASHINGTON**

**DOWNRIVER GOLF COURSE IMPROVEMENTS**

**LIMITED TAX GENERAL OBLIGATION REFUNDING BOND SERIES 2026 (TAXABLE)**

---

**RESOLUTION NO. 2026–0086**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

**ADOPTED November 18, 2026**

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

**CITY OF SPOKANE, WASHINGTON**

**DOWNRIVER GOLF COURSE IMPROVEMENTS**
**LIMITED TAX GENERAL OBLIGATION REFUNDING BOND**
**SERIES 2026 (TAXABLE)**

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

**CITY OF SPOKANE, WASHINGTON**

**RESOLUTION NO. 2026 –0086**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

RECITALS

**WHEREAS,** the City of Spokane, Spokane County, Washington (the "**City**"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

**WHEREAS**, pursuant to Resolution No. 2021-0035, adopted on May 3, 2021, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of up to $2,500,000.00, which was used for capital improvements to Downriver Golf Course (the "**2021 Loan**"), which remains outstanding in the principal amount of $1,709,601.78; and

**WHEREAS,** the 2021 Loan was documented with and secured by the City's Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021 (the "**2021 Bond**"), which was purchased by the Spokane Investment Pool ("**SIP**"), and is prepayable, in whole or in part, at any time; and

**WHEREAS,** RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

**WHEREAS,** it is deemed necessary and in the best interest of the City to provide for the refunding of the 2021 Bond and restructuring of the debt service thereon through the issuance of the City's Downriver Golf Course Improvements Limited Tax General Obligation Refunding Bond, Series 2026 (Taxable) in the aggregate principal amount of not to exceed $1,535,000 (the "**Bond**") to be purchased by the SIP.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

***Asset Management Fund*** means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay the costs of refunding the 2021 Bond and costs of issuing the Bond.

***Bond*** means the City of Spokane Downriver Golf Course Improvements Limited Tax General Obligation Refunding Bond, Series 2026 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed $1,535,000.

***Bond Owner*** or ***Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***City*** means the City of Spokane, Spokane County, Washington, a first-class charter city duly organized and existing under the laws of the State of Washington and its City Charter.

***City Council*** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

***Maturity Date*** means a date established by the SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

***Resolution*** means this Resolution, which authorizes, among other things, the City to issue the Bond.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

***Treasurer*** means the Treasurer of the City, or any successor to the functions of the Treasurer.

***2021 Bond*** means the City's Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021, issued pursuant to Resolution No. 2021-0035, which bond is currently outstanding in the principal amount of $1,709,601.78.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "sections" and other subdivisions or clauses are to the corresponding sections, subdivisions or clauses hereof.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds to refinance the 2021 Bond and to pay costs of issuing the Bond, the City shall issue a single taxable limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $1,535,000 to document, secure and restructure an interfund loan facility with the SIP of not to exceed $1,535,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed $1,535,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, and principal of and interest thereon shall be due semi-annually on the payment dates established by the SIP, provided the final payments may be balloon payments due and payable on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as Exhibit A to the Bond.

SECTION 4. SALE OF BOND AND PREPAYMENT.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond and refinance an existing interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 5. APPLICATION OF BOND PROCEEDS.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the 2021 Bond and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refunding the 2021 Bond and discharging the obligations of the City relating thereto under Resolution No. 2021-0035.

SECTION 6. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 7. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 8. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that

the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 9. FORM OF BOND.

The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 $_____

STATE OF WASHINGTON
CITY OF SPOKANE
DOWNRIVER GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2026 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: _____ 1, 20___

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2026-____, adopted by the City Council on _____, 2026 (the "Bond Resolution"), to document and secure an interfund loan from the Spokane Investment Pool ("SIP") to pay the costs of refunding the City's Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021, and to pay the costs of

issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as described in the Bond Resolution, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the Registered Owner or nominee at the address appearing on the bond register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth in Exhibit A, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____*/s/*_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION

Date of Authentication: _____, 2026

This Bond is the Downriver Golf Course Improvements Limited Tax General Obligation Refunding Bond, Series 2026 (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By_____/s/_____

SECTION 10. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 11. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 12. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 13. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

*[Remainder of Page Intentionally Left Blank]*

Adopted this __ day of _____, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/18/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/21/2026 | | |
| **Clerk's File #** | RES 2026-0087 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | GRANTS MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | COLE WICKER X6822 | **Requisition #** | |
| **Contact E-Mail** | WWICKER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | RESOLUTION FOR THE FUNDING FOR SUBRECIPIENT CONTRACTS THROUGH | | |

## Agenda Wording

A resolution setting forth the City Council's approval and endorsement of funding for a one-time BJA Discretionary Fund Grant from the Department of Justice for sub-recipient contracts.

## Summary (Background)

In September 2026, the city received $1,250,000 in funding for new mobile response teams from the Byrne Discretionary Fund. This resolution sets forth provisions for future contracting process with our behavioral health providers supported within the grant. The budget will include: two sub-recipient contracts, one for our 911 Clinicians and one for our Behavioral Health Units, ($1,025,000); Supplies and Furniture for the new staff ($124,630); Staff Training for new SMART protocols ($27,000); Administration Costs ($37,500); and Indirect Costs ($35,870). Frontier Behavioral Health submitted a favorable budget with their RFP. This $568,763 request includes $353,733 in salaries for 4.67 FTE positions, benefits ($93,739), other direct costs ($21,017), indirect costs ($70,273), and startup costs ($30,000)

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

This funding allows the City of Spokane to expand its SMART (Spokane Mobile Alternative Response Teams) program and will divert individuals from arrest or hospital emergency rooms and create additional capacity for the Spokane Police Department and Spokane Fire Department. These civilian-led mobile response teams will respond to calls that do not involve a safety risk or medical emergency. This program will target behavioral health calls and offer more appropriate care and follow-up services. This position will serve some of Spokane's most vulnerable populations, those experiencing behavioral health crises.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. We do not anticipate disaggregating data as noted above.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. As we look towards evaluating program success, we hope to track time served, usable opioid data, and our time saved as major benchmarks for success. The City of Spokane will measure success by tracking individual diversions from arrest and emergency rooms as well as the amount of time a mobile alternative team saves traditional police and fire/EMS responses, and the number of repeat emergency contacts[CW1.1][YM1.2]. We

## 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 program supports the new initiatives through the SUN. Expanded emergency response programs broadly benefits the City.

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 1,250,000 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

See Narrative in Summary Section

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 1,250,000 | # 1330-95671-99999-33116-99999 |
| Expense | $ 1,025,000 | # 1330-95671-14230-54201-99999 |
| Expense | $ 24,630 | # 1330-95671-14230-53101-99999 |
| Expense | $ 100,000 | # 1330-95671-14230-53505-99999 |
| Expense | $ 35,870 | # 1330-95671-14230-54992-99999 |
| Expense | $ 46,739 | # 1330-95671-14230-51991-99999 |

| | |
|---|---|
| **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.)**

Additional Budget Code: Expense – $17,761- 1330-95671-14230-52991-99999

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | STRATTON, JESSICA | **ACCOUNTING -** | BROWN, SKYLER |
| **Division Director** | STRATTON, JESSICA | | |
| **Accounting Manager** | DUFFEY, ANDREW | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| grants@spokanecity.org | sbrown@spokanecity.org |
| | |
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**RESOLUTION NO. 2026- 0087**

A resolution setting forth the City Council's endorsement of the allocation of funding to Frontier Behavioral Health with funding from a one-time FY 2026 BJA Byrne Discretionary Community Project Grant from the Department of Justice, and authorizing the execution of related contracts without further City Council review and action.

WHEREAS, In September 2026, the Department of Justice awarded a one-year award in an amount of $1,250,000 to the City of Spokane for its FY 2026 BJA Byrne Discretionary Community Projects Grant; and

WHEREAS, the grant includes funding for 911 Clinician services which will allow trained staff to respond to emergency calls in real-time through our new PSAP services, and includes funding for additional embedded Behavioral Health Clinicians; and

WHEREAS, the ability to safely de-escalate behavioral health crises, provide real-time support within our PSAP program, and divert individuals from unnecessary emergency department visits fits within the goals and scope of the grant and the priorities set by the City of Spokane; and

WHEREAS, the City of Spokane solicited open applications through RFP 6587-26 "911 Clinician Services (Re-Bid), with Frontier Behavioral Health submitting a competitive application in response to the open RFP process; and

WHEREAS, due to the abbreviated timeline of the grant execution and the previously executed open RFP process in accordance with City guidelines, the Grants Management Office is requesting that the Council approves the allocation of $568,763 for Frontier Behavioral Health for the new 911 Clinicians and up to $456,237 for additional Behavioral Health Clinicians determined through a future Request for Proposals; $124,630 for supplies and furniture; $64,500 for wages and benefits; and $35,870 for indirect costs; and

NOW THEREFORE, BE IT RESOLVED, the City Council authorizes the administration through the Grants Management Office and any other applicable staff to execute the appropriate contracts and take other action necessary to effect the above allocation, consistent with the terms of set forth in this resolution and without further action from the City Council.

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

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/18/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/21/2026 | | |
| **Clerk's File #** | RES 2026-0088 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | RISK MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | STEPHANIE X6376 | **Requisition #** | |
| **Contact E-Mail** | SPUCKETT@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 2027 CITY INSURANCE PREMIUMS | | |

## Agenda Wording

A Resolution declaring the waiver of public bid requirements for the purchase of 2027 insurance premiums for specified City insurance coverages and authorizing the purchase of insurance coverages without further action.

## Summary (Background)

he City is self-insured but carries excess liability coverage as part of fiscal policy to minimize financial exposure. The estimated premium cost is $4,748,209.11 Requesting approval to purchase various insurance policies for the City of Spokane for the period of 1/1/2027 -1/1/2028. Arthur J. Gallagher, the City's contracted broker has marketed the City's insurance requirements. Policy coverage information, City of Spokane Preliminary proposal estimated with increase of 11.51% over 2026.

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

N/A

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

N/A

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

Risk Management monitors insurance and coordinates with consultant to identify best insurance coverage cost

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

Aligns with City Fiscal policy

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** 4,748,209.11 |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

Budget code vary depending on department

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | STRATTON, JESSICA | | |
| **Division Director** | BOSTON, MATTHEW | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| spuckett@spokanecity.org | mboston@spokanecity.org |
| ddaniels@spokanecity.org | jnechanicky@spokanecity.org |
| mdean@spokanecity.org | sneal@spokanecity.org |
| | |
| | |

**RESOLUTION NO. 2026-0088**

A Resolution declaring the waiver of public bid requirements for the purchase of 2027 insurance premiums for specified City insurance coverages and authorizing the purchase of insurance coverages without further action.

**WHEREAS,** the City of Spokane is self-insured but carries various insurance policies as a practice of fiscal policy; and

**WHEREAS,** the City annually secures coverage for property casualty, general liability, law enforcement liability, commercial auto liability, public officials' liability, damage and repair to boilers and machinery, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverage; and

**WHEREAS,** the nature of the insurance industry is such that utilizing normal public procurement processes are likely to result in a higher cost of premiums; and

**WHEREAS,** the City of Spokane does not have sufficient subject matter experts to coordinate and negotiate the various insurance coverages and premiums necessary to properly insure the City, and for this reason the City hired an insurance broker, who was selected through normal competitive procurement process and whose fees are paid separately from premiums, to negotiate premiums and coverages on behalf of the City; and

**WHEREAS**, it is recommended the City secure certain insurance coverages as negotiated by its insurance broker and recommended from time to time, usually on an annual basis; and

**WHEREAS**, as allowed by RCW 39.04.280 (1) (d), and SMC 07.06.170, the Council may by resolution waive the public bid requirements of insurance; and

**WHEREAS**, the City desires to waive public bid requirements for the foregoing insurance coverages, as well as other coverages that may be identified as prudent for the City to secure; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council hereby declares a waiver of public bid requirements for the purchase of insurance policies; and

**BE IT ALSO RESOLVED** that the City Council authorizes the City and Risk Management to execute contracts to secure property casualty, general liability, law

enforcement liability, commercial auto liability, public officials' liability, equipment breakdown, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverages, up to amount not to exceed $4,748,209.11, and all without further approval of the City Council; and

**BE IT ALSO RESOLVED** that the City Council authorizes the City and Risk Management to execute contract(s) for other coverages only by separate resolution.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

| Coverage | Carrier | Policy | Expiring Premium | Expiring Taxes/fees | Expiring Subtotal |
|---|---|---|---|---|---|
| Property Excluding URD, WTE, WWTP, MMW | Travelers Indemnity Company | KTKCMB7Y26434626 | $267,480.00 | $0.00 | $267,480.00 |
| Property Upriver Dam at 70% particiption | Hartford Insurance Company | NHX0005212007 | $231,508.00 | $5,324.68 | $236,832.68 |
| Property Upriver Dam at 30% particiption | Starr Surplus Lines Insurance Company | 26SSLDODD342771 | $94,459.00 | $2,172.56 | $96,631.56 |
| Property Waste to Energy at 50% participation | HSB Specialty Insurance Company | NHX0005212069 | $475,000.00 | $10,925.00 | $485,925.00 |
| Property Waste to Energy at 35% participation | Starr Surplus Lines Insurance Company | 26SSLDODD342761 | $263,717.00 | $23,967.99 | $287,684.99 |
| Property Waste to Enegery at 6% participation | HDI Global Specialty | B1263EA0389726 | $70,720.00 | $1,626.56 | $72,346.56 |
| Property Waste to Energy at 5% participation | Houston Casualty Company | B1263EA0391726 | $56,471.00 | $1,298.82 | $57,769.82 |
| Property Waste to Energy at 4% participation | Korean Reinsurance Company | B1263EA0390926 | $28,366.16 | $652.42 | $29,018.58 |
| Property Riverside Park | Affiliated FM Insurance Company | 1161724 | $434,333.00 | $0.00 | $434,333.00 |
| Boiler and Machinery | Liberty Mutual Fire Insurance Company | YB2L9L467836016 | $107,827.00 | $0.00 | $107,827.00 |
| Inland Marine | AGCS Marine Insurace Company (Allianz) | MXI93044289 | $89,946.00 | $0.00 | $89,946.00 |
| Terrorism | Liberty Surplus Insurance Corporation | 5N561697001 | $58,188.24 | $1,308.24 | $59,496.48 |
| Liability Package | Safety National Casualty Corporation | XPR4068423 | $892,547.00 | $0.00 | $892,547.00 |
| Excess Liability $5M x $5M | Homeland Insurance Company of NY | WAGLSPO00127 | $612,000.00 | $14,076.00 | $626,076.00 |
| Excess Workers Compensation | Safety National Casualty Corporation | SP4067285 | $356,946.00 | $0.00 | $356,946.00 |
| Primary Cyber $5M | AIG Specialty Insurance Company | 11668531 | $77,000.00 | $1,771.00 | $78,771.00 |
| Excess Cyber $5M x $5M | Homeland Insurance Company of NY | 7200035250000 | $45,000.00 | $1,035.00 | $46,035.00 |
| Crime (3 year annual installment) | Hanover Insurance Company | BD2M24029500 | $17,597.00 | $0.00 | $17,597.00 |
| $5M Drone | Global Aerospace | 9012554 | $14,437.00 | $0.00 | $14,437.00 |
| Admin Fee | Gallagher | Agency Admin Fee | $500.00 | $0.00 | $500.00 |
| | | | | **Expiring total** | **$4,258,200.67** |

| Coverage | Carrier | Policy | Indication Premium | Indication Taxes/Fees | Indication Subtotal | e | Comments |
|---|---|---|---|---|---|---|---|
| Property Excluding URD, WTE, WWTP, MMW | Travelers Indemnity Company | KTKCMB7Y26434626 | $277,000.00 | $0.00 | $277,000.00 | | 3.40% |
| Property Upriver Dam at 70% particiption | Hartford Insurance Company | NHX0005212007 | $254,658.00 | $5,857.13 | $260,515.13 | | 10% |
| Property Upriver Dam at 30% particiption | Starr Surplus Lines Insurance Company | 26SSLDODD342771 | $103,905.00 | $2,389.82 | $106,294.82 | | 10% |
| Property Waste to Energy at 50% participation | HSB Specialty Insurance Company | NHX0005212069 | $522,500.00 | $12,017.50 | $534,517.50 | | 10% |
| Property Waste to Energy at 35% participation | Starr Surplus Lines Insurance Company | 26SSLDODD342761 | $290,089.00 | $23,672.00 | $313,761.00 | | 10% |
| Property Waste to Enegery at 6% participation | HDI Global Specialty | B1263EA0389726 | $77,792.00 | $1,789.22 | $79,581.22 | | 10% |
| Property Waste to Energy at 5% participation | Houston Casualty Company | B1263EA0391726 | $62,118.10 | $1,428.72 | $63,546.82 | | 10% |
| Property Waste to Energy at 4% participation | Korean Reinsurance Company | B1263EA0390926 | $31,203.00 | $717.67 | $31,920.67 | | 10% |
| Property Riverside Park | Affiliated FM Insurance Company | 1161724 | $460,000.00 | $0.00 | $460,000.00 | | 6% |
| Boiler and Machinery | Liberty Mutual Fire Insurance Company | YB2L9L467836016 | $72,975.00 | $0.00 | $72,975.00 | | 32% decrease |
| Inland Marine | AGCS Marine Insurace Company (Allianz) | MXI93044289 | $108,000.00 | $0.00 | $108,000.00 | | 20.00% |
| Terrorism | Liberty Surplus Insurance Corporation | 5N561697001 | $56,000.00 | $1,288.00 | $57,288.00 | | 3.76% decrease |
| Liability Package | Safety National Casualty Corporation | XPR4068423 | $1,115,683.75 | $0.00 | $1,115,683.75 | | 25% |
| Excess Liability $5M x $5M | Homeland Insurance Company of NY | WAGLSPO00127 | $734,400.00 | $16,891.20 | $751,291.20 | | 15-20% |
| Excess Workers Compensation | Safety National Casualty Corporation | SP4067285 | $358,056.00 | $0.00 | $358,056.00 | | 0.31% |
| Primary Cyber $5M | AIG Specialty Insurance Company | 11668531 | $77,000.00 | $1,771.00 | $78,771.00 | | flat - 2.6% decrease |
| Excess Cyber $5M x $5M | Homeland Insurance Company of NY | 7200035250000 | $45,000.00 | $1,035.00 | $46,035.00 | | flat - 2.6% decrease |
| Crime (3 year annual installment) | Hanover Insurance Company | BD2M24029500 | $17,597.00 | $0.00 | $17,597.00 | | flat installment |
| $5M Drone | Global Aerospace | 9012554 | $14,875.00 | $0.00 | $14,875.00 | | 3% increase |
| Admin Fee | Gallagher | Agency Admin Fee | $500.00 | $0.00 | $500.00 | | flat |
| | | | | **Renewal Indication Tota** | **$4,748,209.11** | | 11.50% |

***WA state surplus lines taxes are 2.3% of the renewal premium***

***Certain policies may include inspection fees***

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/18/2026

| | |
|---|---|
| **Date Rec'd** | 10/21/2026 |
| **Clerk's File #** | ORD C36968 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | MAYOR |
| **Contact Name/Phone** | ADAM 6779 |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG |
| **Agenda Item Type** | First Reading Ordinance |
| **Council Sponsor(s)** | BWILKERSON PDILLON |
| **Sponsoring at Administrators Request** | YES |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | ORDINANCE RELATED TO CERTAIN UTILITY TAXES |

## Agenda Wording

An ordinance relating to Utilities, Franchise Taxes; amending Section 08.10.030 of the Spokane Municipal Code.

## Summary (Background)

The City Council approved Ordinance C36814 in 2025, which set an additional one-half percent to the base utility tax rate for water, sewer, and solid waste. Ordinance C36814 set an expiration date of December 31, 2026, for the additional one-half percent. This ordinance extends the additional one-half percent approved by Ordinance C36814 through the 2027-2028 biennial budget, expiring on December 31, 2028.

**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?**

There are no data collection requirements established by this ordinance.

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

There are no data collection requirements established by this 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?**

This ordinance extends the additional one-half percent approved by Ordinance C36814 through the 2027-2028 biennial budget, expiring on December 31, 2028.

**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 Type** | Taxes |

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

This ordinance extends the additional one-half percent utility tax, which currently expires on December 31, 2026. The additional one-half percent will expire on December 31, 2028, if this ordinance is approved.

| **Expense Occurrence** | |
|---|---|

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | MCDANIEL, ADAM | | |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

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**ORDINANCE NO. C36968**

An ordinance relating to Utilities, Franchise Taxes; amending Section 08.10.030 of the Spokane Municipal Code.

WHEREAS, in 2025 the City Council approved Ordinance C36814, which set an additional one-half percent to the base utility tax rate for water, sewer, and solid waste; and

WHEREAS, Ordinance C36814 set an expiration date of December 31, 2026, for the additional one-half percent increase; and whereas the City Council and the Administration perceive a need to extend the duration of the additional one-half percent increase approved by Ordinance C36814 through the 2027-2028 biennial budget, so that it expires on December 31, 2028;

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

**Section 1.** That Section 08.10.030 of the Spokane Municipal Code is amended to read as follows:

**Section 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 and one-half percent of gross income.

4. Operating a public wastewater collection and treatment system: 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 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~~)) tax rate 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~~)) 2029.

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

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

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Finance & Administration **Date:** 10/27/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 10/20/2026 |
| | | **Clerk's File #** | ORD C36969 |
| | | **Cross Ref #** | FIN 2026-0001 |
| **Council Meeting Date:** 11/18/2026 | | **Project #** | |
| **Submitting Dept** | FINANCE & ADMINISTRATION | **Bid #** | |
| **Contact Name/Phone** | JACOB MILLER X6421 | **Requisition #** | |
| **Contact E-Mail** | JMILLER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Hearings | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | CIP ORDINANCE | | |

**Agenda Wording**

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2027 THROUGH 2032. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN

**Summary (Background)**

In accordance with the State Growth Management Act and the City of Spokane's Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first two years of the Capital Improvement Program are reflected in the 2027-28 biennium budget. An update on the CIP will be delivered to the City Council on October 27, 2026. A Plan Commission workshop was held on September 23. 2026, and the Plan Commission hearing was held on October 14, 2026.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

| **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 | **$** | **#** |
| Select | **$** | **#** |
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| | |
|---|---|
| **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** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| budget@spokanecity.org | jstratton@spokanecity.org |
| mboston@spokanecity.org | sneal@spokanecity.org |
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# ORDINANCE NO. C36969

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2027 THROUGH 2032. 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 2027 through 2032) 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 15, 2026 by Council Resolution 2026-0040, 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 September 23, 2026, 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 23, 2026; and

WHEREAS, after providing appropriate public notices, on October 14, 2026, 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 (2027-2032), as set forth in the attached Citywide Capital Improvement Program (2027-2032).

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 (2027-2032).

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: Date:** N/A

**Committee Agenda type:**

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/9/2026 | | |
| **Clerk's File #** | CPR 2017-0033 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | ADAM 6779 | **Requisition #** | |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Boards and Commissions | | |
| **Council Sponsor(s)** | | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | REAPPOINTMENT OF DR. FRANCISCO VELAZQUEZ TO THE HEALTH SCIENCES & | | |

## Agenda Wording

Reappointment of Dr. Francisco Velazquez to the Health Sciences & Services Authority of Spokane County (HSSA) Board for a term of October 27, 2026 to October 26, 2030.

## Summary (Background)

Reappointment of Dr. Francisco Velazquez to the Health Sciences & Services Authority of Spokane County (HSSA) Board for a term of October 27, 2026 to October 26, 2030.

**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 | **$** | **#** |
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| **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** | | | |
| **Accounting Manager** | | | |
| **Legal** | | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
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# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 10/13/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | |
|---|---|
| **Date Rec'd** | 10/7/2026 |
| **Clerk's File #** | OPR 2025-0460 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | INTEGRATED CAPITAL |
| **Contact Name/Phone** | LORENA 6894 |
| **Contact E-Mail** | LCROUCHER@SPOKANECITY.ORG |
| **Agenda Item Type** | Contract Item |
| **Council Sponsor(s)** | KKLITZKE |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | CONTRACT AMENDMENT FOR WASTEWATER FACILITY PLANNING SERVICES |

## Agenda Wording

Contract amendment with Jacobs Solutions Inc., for wastewater facility planning services to meet the Riverside Park Water Reclamation Facility's NPDES permit planning requirements.

## Summary (Background)

This is an amendment to an existing contract (OPR 2025-0460) with Jacobs Solution Inc. for the second phase of work associated with the wastewater facility planning services for the City's Riverside Park Water Reclamation Facility (RPWRF). Planning was initiated because RPWRF has reached its BOD loading design criteria threshold exceedance per the City's National Pollutant Discharge Elimination System (NPDES) Permit No. WA0024473 and as a result is required to initiate facility planning. The facility plan will be prepared in accordance with chapter 173-240 WAC and submitted to Ecology for permit compliance. A discussion is requested with this contract item to provide a brief project update, including an overview of the planned community engagement associated with this project.

**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? | YES |
| Total Cost | **$** TBD (final contract amendment in negotiations) |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

Budgeted for in Citywide Capital Improvement Program.

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
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| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

Yes; funding source is utility rate based.

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

N/A

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | PICANCO, KEVIN | | |
| **Division Director** | AVERYT, CHRIS | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | FAIRBORN, KATHERINE | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| Andrew B. Behnke, P.E., Andrew.behnke@jacobs.com | icmaccounting@spokanecity.org |
| tax&licenses@spokanecity.org | lcroucher@spokanecity.org |
| kpicanco@spokanecity.org | eraea@spokanecity.org |
| | |
| | |

City Clerk's No. OPR 2025-0460

# City of Spokane

## CONTRACT AMENDMENT

Title: **WASTEWATER FACILITY PLANNING SERVICES FOR RIVERSIDE PARK WATER RECLAMATION FACILITY**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation ("City"), and **JACOBS ENGINEERING GROUP, INC.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington, 99201 ("Consultant"), individually hereafter referenced as a "Party," and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Consultant agreed to provide Wastewater Facility Planning Services for the Riverside Park Water Reclamation Facility; and

WHEREAS, due to a change or revision of the Work, as defined in the original contract, has been requested and the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**
The Contract, dated July 11, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Amendment shall become effective on July 1, 2025.

**3. AMENDMENT.**
The Scope of Work in the original Contract is revised to include the following:

**Planned Phase 2 Amendment – Additional Scope / Fee**

**4. COMPENSATION.**
The City shall pay an additional amount not to exceed **NINE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS** (**$986,355.00**) plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**JACOBS ENGINEERING GROUP, INC**

By_____
Signature Date

_____
Type or Print Name

_____
Title

**CITY OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

**Attachments that are part of this Agreement**:

Phase 2 - Amended Scope of Work document

26-289a

# SCOPE OF WORK

**City of Spokane**
**Wastewater Facilities Planning Services for Riverside Park Water Reclamation Facility**
**Phase 2**

## Work Approach

The City of Spokane (city) Wastewater Facilities Plan Project (project) work will be carried out using a phased delivery approach to establish a logical and progressive completion of the work. The first phase focused on establishing planning boundary conditions and initial assessments of the city's wastewater system. This second phase is focused on a feasibility assessment of alternatives, and the third phase will include scenario planning and development of the Wastewater Facility Plan and General Sewer Plan. The anticipated duration for Phase 2 is 6 months, beginning November 2026 and ending in April 2027. A specific list of work products and deliverables are identified in the tasks below.

## Scope and Fee Development

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- The work on Phase 2 of this project will last approximately 6 months from NTP.
- Monthly workshops will be conducted with the city project team, key individuals from the Consultant's project team, and others as needed.
- Workshop formats assume that three Consultant staff will be in-person with up to three additional Consultant staff attending virtually as needed.
- No additional workshops or deliverables are included beyond those identified in the scope of work.
- All draft deliverables will be provided electronically in Word format, unless noted otherwise. Final deliverables will be provided in .pdf and Word format.

## Role of the City

The following assumptions were made about the city's role in supporting this work:

- The city will provide the Consultant with all data in City's possession identified by the city as relating to the Consultant's services on the Project. Data may include past complete analyses, evaluations, and reports. The Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City (i.e. mixing zone study, water quality/pH review, etc.).
- The city will make its facilities accessible to the Consultant as required for the Consultant's performance of its services and will provide labor and safety equipment as required by the Consultant for such access.
- The city will give prompt notice to the Consultant whenever the city observes or becomes aware of any development that affects the scope or timing of the Consultant's services, or of any defect in the work of the Consultant.

- The city will furnish required information, reviews, and approvals in a timely manner. For schedule purposes, deliverables identified in this scope will be reviewed and comments compiled within 10 workdays, unless specified for a particular deliverable.
- The city will provide consolidated sets of comments on deliverables.

## Scope of Work

Tasks included under Phase 1 (these are not included in this current scope of work):

1. Wastewater Flow and Load Characteristics Update
2. Regulatory Issues and Compliance Strategy
3. Reuse/Flow Diversion Feasibility Review
4. Engineering Report Frameworks
5. Collection System Capacity Assessment
6. RPWRF Liquids Stream Capacity Assessment/Rerating
7. RPWRF Solids Stream Capacity Assessment
8. RPWRF Support Utilities and Facilities Assessment
9. Industrial Pretreatment Program Planning Overview
10. Existing Financial Capacity Identification
11. Existing Planning Guidelines and Study Area Characterization
12. Community Values Survey
13. Asset Replacement / Rehabilitation Summary
14. Climate Change
15. Project Management and Coordination

Tasks included under Phase 2 (these are included in this current scope of work):

16. pH and PCB Engineering Reports
17. Liquids Feasibility Analysis
18. Solids Feasibility Analysis
19. Baseline System Improvements
20. Structural Condition Assessment
21. Collection System Assessment
22. Community Engagement
23. Phase 2 Project Management

Tasks anticipated to be included in Phase 3 (these are anticipated to be included in a future scope of work):

- Liquids Alternatives Analysis
- Solids Alternatives Analysis
- Collection System Alternatives Analysis
- Climate Change Mitigation Plan
- Financial Evaluation
- Implementation Plan Development
- Wastewater Facility Plan Report
- General Sewer Plan Report

- Phase 3 Project Management

## Task 16: pH and PCB Engineering Reports

This task will build off the work completed under Phase 1 Task 2 (Regulatory Issues and Compliance Strategy) and Task 4 (Engineering Report Frameworks) to develop comprehensive Engineering Reports for the PCB and pH requirements of the city's National Pollution Discharge Elimination System (NPDES) permit for Riverside Park Water Reclamation Facility (RPWRF). Under this task the Consultant will conduct the following activities:

- For pH, develop a holistic strategy for managing effluent pH regulatory/NPDES requirements. This includes the following:
    - Preparing and navigating request for Ecology to consider seasonal application of the pH limit rather than the year-round approach. Consider nutrient and potentially narrower seasons that drive changes in River pH.
    - Conducting alternatives analysis for controlling pH.
    - Qualitatively considering impacts of pH alternatives to other regulatory/environmental, economic, and site-constraint challenges.
    - Recommending a preferred alternative for managing pH requirements. The preferred alternative may include both process/site modifications and/or regulatory approaches.
    - Developing a Technical Memorandum for delivery to the Washington State Department of Ecology (Ecology) that lays out plans for a pH Engineering Report in as much detail as possible, for Ecology consideration during preparation of the next RPWRF NPDES permit (expected to occur in 2027).
    - Developing an Engineering Report for pH.
- For PCBs, develop a strategy for managing effluent PCB regulatory/NPDES requirements. This would include the following:
    - Establish a recommended definition of All Known, Available, and Reasonable Methods of Treatment (AKART) by identifying and evaluating alternatives for controlling PCBs. Alternatives to be evaluated are anticipated to include:
        - Satellite treatment facilities
        - Water reuse
        - Tertiary membrane filter replacement with alternative membrane design
        - Expansion of tertiary membrane filtration
        - New treatment process at RPWRF (e.g. membrane bioreactors, reverse osmosis, advanced oxidation, activated carbon)
        - Equalization in the collection system
        - Integrate planning approach, considering PCB discharges from stormwater, treated effluent, and combined sewer overflows (CSOs)
    - Qualitatively considering impacts of PCB alternatives to other regulatory/environmental, economic, and site-constraint challenges.
    - Developing a Technical Memorandum for delivery to Ecology which will layout plans for a PCB Engineering Report in as much detail as possible, for Ecology consideration during preparation of the next RPWRF NPDES permit (expected to occur in 2027).

- Developing an Engineering Report outline for PCBs, with the AKART definition section more developed.

**Assumptions**

- pH
  - The pH Engineering Report will focus on establishing a definition of AKART. Some sections of the Engineering Report will refer to the broader yet-to-be-completed Wastewater Facility Plan.
  - Two in-person workshops and one virtual meeting, 2 hours each, to coordinate and finalize pH Engineering Report, attended by 3 Consultant staff.
- PCBs
  - One in-person workshop with Ecology to discuss PCB Engineering Report approach, 2 hours, attended by 2 Consultant staff.
  - Two in-person workshops and one virtual meeting, 2 hours each, to coordinate on the draft PCB Engineering Report outline, attended by 3 Consultant staff. The city will provide one set of consolidated comments on each of the pH and PCB technical memoranda and Engineering Reports, respectively.
  - The PCB AKART definition will not include cost estimates. The analysis will be qualitative.

**Deliverables**

- Final TM for managing pH regulatory requirements, engineer stamped. Due date: December 31, 2026. Audience: Department of Ecology/Public.
- Final TM for managing PCB regulatory requirements, engineer stamped. Due date: December 31, 2026. Audience: Department of Ecology/Public.
- Draft and Final pH Engineering Report.
- Draft and Final PCB Engineering Report outline.

## Task 17: Liquids Feasibility Analysis

Evaluate a variety of potential future liquid stream product alternatives, which is anticipated to include:

- River discharge (status quo)
- Water Reuse
  - Irrigation reuse
  - Industrial reuse
  - Emergency fire suppression
- Groundwater recharge
  - Land treatment
  - Indirect/direct injection
- Direct potable reuse
- Regional flow management (alternative flow distribution approach)

For each product, develop a qualitative summary of the product and its long-range (50 year) feasibility potential for the City of Spokane's wastewater system. The product summary will include a conceptual process flow diagram highlighting changes to the system, and discussion of risk/benefit considerations for the following:

- Regulatory resiliency
- Scalability (growth management resiliency)
- Adaptability – can product be pursued while maintaining other product viability?
- Environmental resiliency – climate impact considerations of products (e.g., greenhouse gas impacts, resiliency opportunities to future)
- Community perception

The product summary will also include a unit cost-level comparison for capital and operations and maintenance (O&M) considerations for each alternative, where applicable.

A workshop will be conducted at the completion of the feasibility assessment to determine 2 to 3 liquid stream products to pursue as part of the detailed Phase 3 alternatives analysis.

**Assumptions**

- One in-person workshop and one virtual meeting, 2 hours each, to coordinate and finalize alternatives, attended by 2 Consultant staff.
- Up to 3 system liquid stream alternatives will be carried forward into Phase 3.
- Comments on the summary sheets will be incorporated into the draft Wastewater Facilities Plan document developed in Phase 3, as appropriate.

**Deliverables**

- Product feasibility summary sheets for up ten liquid stream alternative products.
- Liquids alternative summary TM (draft followed by final version).

## Task 18: Solids Feasibility Analysis

Evaluate a variety of potential future solids stream product alternatives, including but not limited to:

- Class B Program (Status Quo)
- Class A – Land Application
    - Thermophilic Digestion
    - Hydrolysis
- Class A - Alternative Commercial Product
    - Thermal Drying (Belt or Drum)
    - Compost
    - Biochar
- Disposal
    - Landfill
    - Incineration

For each product, develop a qualitative summary of the product and its long-range (50 year) feasibility potential for the City of Spokane's wastewater system. Product summary to include a concept process flow highlighting changes to the system, and discussion of risk/benefit considerations for the following:

- Regulatory resiliency
- Scalability (growth management resiliency)
- Adaptability – can product be pursued while maintaining other product viability?
- Environmental resiliency – climate impact considerations of products (e.g., greenhouse gas impacts, resiliency opportunities to future)
- Community perception

The summary will also include a unit cost-level comparison for capital and O&M considerations, where applicable.

A workshop will be conducted at the completion of the feasibility assessment to determine 4 to 5 solids stream products to pursue as part of the detailed Phase 3 alternatives analysis.

**Assumptions**

- Four in-person workshops, 2 hours each, to coordinate and finalize alternatives, attended by 2 Consultant staff.
- Comments on the summary sheets will be incorporated into the draft Wastewater Facilities Plan document developed in Phase 3, as appropriate.
- Any cost estimates provided by Consultant will be on a basis of experience and judgment. Since Consultant has no control over market conditions or bidding procedures, Consultant does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

**Deliverables**

- Feasibility product summary sheets for up to eight solids stream alternative products.

## Task 19: Baseline System Improvements

Under this task the Consultant will identify other baseline improvements needed at RPWRF that are not captured under the liquids or solids feasibility analyses. The Consultant will conduct the following activities:

- Confirm which recommendations from the Phase 1 Support Utilities and Facilities Technical Memorandum the city would like to have addressed and develop a cost estimate for the steps necessary to address.
- Identify and confirm process-related improvements that are not associated with the liquids or solids alternatives feasibility analyses (Task 16 and 17) but should be included in the Wastewater Facility Plan. For example:
    - Addressing headworks capacity limitations by 1) working with the manufacturer to determine the appropriate screen rating, 2) updating the headworks hydraulic

capacity, 3) defining the actual capacity of the headworks, and 4) identifying alternatives for bringing the headworks up to the desired capacity.
    - Blower and aeration system evaluation to identify whether adjustments / upgrades to the secondary aeration blowers are needed
- For each recommendation/improvement selected by the city, the Consultant will develop a qualitative summary and its long-range (50 year) feasibility potential for the city of Spokane's wastewater system. Summaries will include a concept process flow highlighting changes to the system, and discussion of risk/benefit considerations for the following:
    - Regulatory resiliency
    - Scalability (growth management resiliency)
    - Adaptability – can the improvement be pursued while maintaining other improvement viability?
    - Environmental resiliency – climate impact considerations (e.g., greenhouse gas impacts, resiliency opportunities to future)
    - Community perception
- The summary will also include a conceptual cost estimate for capital and O&M
- Establishing energy use per million gallons of water treated for unit processes that have power use data available, and identifying issues and possible improvement opportunities
- Participate in up to four workshops to present updates and gather input from city staff on the activities described above

**Assumptions**

- No air dispersion modeling is included in scope.
- Workshops will be in-person, 2-hours in duration, and attended by up to 2 Consultant staff.
- The solutions identified as part of this task shall not preclude any of the liquids or solids feasibility options explored as part of Tasks 16 and 17. The improvements identified should be focused on existing operational system deficiencies, not improvements related to future capacity.
- Comments on deliverables will be incorporated into the draft Facilities Plan document developed in Phase 3, as appropriate.
- Any cost estimates provided by Consultant will be on a basis of experience and judgment. Since Consultant has no control over market conditions or bidding procedures, Consultant does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

**Deliverables**

- Feasibility summary sheets for up to ten baseline system improvements.
- Spreadsheet documenting the energy use evaluation

## Task 20: Structural Condition Assessment

Under this task, the Consultant will perform a structural condition assessment of facilities at the RPWRF to evaluate their current condition and estimate their remaining useful life.

**Project Review and Inspection Planning**

The Consultant will review available information, including:

- Original construction drawings
- Record drawings and design documents
- Previous inspection reports
- Maintenance and repair records
- Relevant operational information

Based on this review, the Consultant will develop an inspection plan that identifies:

- Facility access requirements
- Coordination needs with Operations staff
- Safety considerations associated with inspection activities

The Consultant will coordinate with city staff regarding facility shutdown sequencing and inspection access requirements.

**Field Inspection**

The Consultant will perform interior and exterior visual inspections of the chlorine contact chambers, secondary clarifiers, and aeration basins following dewatering and isolation by the city. The Consultant will also perform visual inspections of other RPWRF structures and facilities based on observable conditions and accessible areas during normal plant operations. The assessment will include visual evaluation of accessible structural elements, including:

- Concrete walls, slabs, beams, and columns
- Channels and process structures
- Walkways and platforms
- Construction and expansion joints
- Other exposed structural components

Observed conditions will be documented through field notes and photographs. The inspection will evaluate:

- Overall structural condition and integrity
- Cracking
- Spalling and delamination
- Exposed reinforcement
- Corrosion-related deterioration
- Joint deterioration
- Leakage and infiltration
- Surface erosion, scaling, or chemical attack

- Differential movement or settlement
- Other signs of structural distress

**Structural Evaluation and Remaining Useful Life Assessment**

The Consultant will evaluate inspection findings and available facility information to assess the condition of each structure. The evaluation will include:

- Identification of deterioration mechanisms
- Assessment of the severity and extent of observed deficiencies
- Evaluation of the potential structural impacts of deterioration
- Identification of structures requiring repair, rehabilitation, monitoring, or further investigation

The Consultant will develop a professional opinion regarding the remaining useful life of each major structure based on:

- Facility age
- Observed structural condition
- Extent and severity of deterioration
- Apparent deterioration rates
- Experience with similar wastewater treatment facilities

**Assumptions**

- The site visit for the condition assessment will be completed on two consecutive 8 hour days
- 2 virtual workshops will be held, each 1-hours in duration, and attended by up to 2 Consultant staff

**Deliverables**

- Draft and final Structural Condition Assessment Report

## Task 21: Collection System Assessment

Under this task the Consultant will conduct the following activities:

- Develop assumptions for evaluating the capacity of the wastewater collection system:
    - Established assumptions for flows from Spokane County, the timing of the flows, and the locations those flows enter the city's collection system.
    - Identify various wastewater collection system sizing storm options and facilitate a process to select one for use in evaluating the capacity of the City's wastewater collection system. This will involve running up to three different candidate storm events through the city's systemwide sewer model.
    - Develop a climate-perturbed version of the selected sizing storm by scaling the storm event based on scaling factors available from the University of Washington's Climate Impacts Group

- Model updates:
    - Identify the anticipated future wastewater service area, including a summary of existing and potential future intertie agreements
    - Update dry-weather flows based on known completed or planned large developments and progress on septic elimination
    - Convert storage facilities in the model to be storage nodes (rather than modeling all of the flushing channels)
    - Calibrate the following basins:
        - I-03
        - I-04
        - 24
        - 26
    - Update how and where I&I is distributed in the model, which includes identifying which pipes have been lined in the last 10 years.
- System Evaluation:
    - Use the sewer model to evaluate the capacity of the following assets / components to convey the current and climate perturbed sizing storms:
        - Interceptors
        - Combined sewer overflow storage facilities and interceptor protection tanks
        - Siphons
        - Pump stations
        - Evaluate what peak flow the collection system can convey to the RPWRF
    - Identify system deficiencies based on the results of the model simulations and identify which ones would be addressed through the existing 6-year capital plan
    - Compile other known collection system issues from the Wastewater System Risk Assessment (conducted in 2019) and update the identified items based on discussions with city staff
- Facilitate up to four 2-hour workshops with the city to review progress and status.
- Bi-weekly 30-minute check-in meetings with the city to discuss progress, attended by 2 Consultant staff.
- Prepare a TM documenting the work described above.

**Assumptions**

- The city will provide the most recent sewer model in PCSWMM
- Workshops are in-person and attended by up to 2 Consultant staff
- Basins not listed above are calibrated to existing conditions and no hydrologic changes are necessary.

**Deliverables**

- Updated systemwide sewer model
- Meeting PowerPoint and summary for four workshops
- Draft and Final Collection System TM

## Task 22: Community Engagement

Conduct a 2-phased engagement effort that combines structured input gathering conversations with interested parties (city leadership, environmental groups, universities, neighborhood associations, CBO's, etc) with a community-wide survey that will assess community values for key components of the facility plan. The public survey will gauge customer values and cost tolerance, informing plan development decisions.

Meet with the city to discuss the purpose, methodology, and size of the survey. Based on feedback from the meeting, develop a recommendation for an updated survey effort including questions and methodology. Engage a polling firm to conduct the customer survey and summarize the results. Develop a slide deck and summarize the survey results. Present results of survey in a project workshop.

**Assumptions**

- N=600 with representation proportionate to service area/provider to extent possible.
- Survey to include demographic information.
- Hybrid text messages/email/social media-based survey.

**Deliverables**

- Communications Plan
- Master Slide Deck for Outreach Meetings
- Survey
- Outreach Summary

## Task 23: Phase 2 Project Management

Under this task the Consultant will establish and monitor compliance with project budget and schedule and coordination the delivery of the Project.

*Regulatory Communications Strategy*

The Consultant will develop a regulatory communications strategy document that summarizes the city's strategy and approach for engaging with the Washington State Department of Ecology.

*Progress Meetings and Updates*

Two Consultant staff and the city will meet every two weeks for a 1-hour check-in call to review project progress and discuss upcoming work activities. All in-person meetings and workshops will be held at the RPWRF unless noted otherwise. When possible, meetings will be conducted over video conferences.

*Invoicing, Cost, and Schedule Control*

The Consultant will manage, administer, coordinate, and integrate work of the Consultant's team as required to deliver the project within budget and on schedule. The Consultant will prepare and submit monthly invoices with progress reports.

*Quality Management*

The Consultant will carry out a Quality Assurance Program (QAP). The purpose of this QAP is to monitor the quality of the Project using internal quality assurance/quality control (QA/QC).

**Deliverables**

- 6 Monthly Invoice and Progress Reports

Additional Services Allowance

The city may elect to request additional services from Consultant during the project. The scope, schedule and fee for each additional service will be negotiated and approved in writing by the city management prior to Consultant beginning the associated work. The allowance provided may not fully fund all additional services that may be identified.

City of Spokane, Wastewater Facility Planning Services for Riverside Park Water Reclamation Facility
Phase 2

Jacobs Budget Summary for Amendment 1

| Task No. | Task Name | Hours | Budget | % of Total Budget |
|---|---|---|---|---|
| 16 | pH and PCB Engineering Reports | 930 | $ 220,000 | 22% |
| 17 | Liquids Feasibility Analysis | 540 | $ 125,448 | 13% |
| 18 | Solids Feasibility Analysis | 290 | $ 67,072 | 7% |
| 19 | Baseline System Improvements | 597 | $ 128,503 | 13% |
| 20 | Structural Condition Assessment | 266 | $ 66,293 | 7% |
| 21 | Collection System Assessment | 848 | $ 188,571 | 19% |
| 22 | Community Engagement | 268 | $ 52,637 | 5% |
| 23 | Project Management and Coordination | 481 | $ 108,431 | 11% |
| | Expenses for Jacobs and BKF | | $ 29,400 | 3% |
| | **Grand Total** | **4,220** | **$ 986,355** | |

PM as % of total hours without regulatory communications strategy 10.3%

| Phase | Authorized Budget | Description |
|---|---|---|
| 1 | $ 1,141,216 | Original Contract Amount |
| 2 | $ 986,355 | Amendment 1 |
| 3 | $ - | Future Amendment |
| | $ 2,127,571 | Total Contract Value |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2026

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

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

| | |
|---|---|
| PRODUCER LIC #0437153 1-212-948-1306<br>Marsh Risk & Insurance Services<br>CIRTS_Support@jacobs.com<br>633 W. Fifth Street<br><br>Los Angeles, CA 90071 USA | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No): 1-212-948-1306<br>E-MAIL ADDRESS: |
| INSURED<br>Jacobs Engineering Group Inc.<br><br>C/O Global Risk Management<br>515 South Flower St., Suite 4800<br>Los Angeles, CA 90071 USA | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : ACE AMER INS CO — 22667<br>INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 752701937 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X CONTRACTUAL LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | HDO G4938788A | 07/01/26 | 07/01/27 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 500,000<br>$ 5,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | ISA H08891990 | 07/01/26 | 07/01/27 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 3,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WLR C7280918A STOP-GAP COV | 07/01/26 | 07/01/27 | PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 3,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | PROFESSIONAL LIABILITY | | | EON G21655065 017 | 07/01/26 | 07/01/27 | PER CLAIM/PER AGG | 1,000,000 |

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

PROJECT MGR: Santtu Winter. CONTRACT MGR: Rebecca Swaney. RE: Wastewater Facility Planning Services for City of Spokane - Riverside Park Water Reclamation Facility. CONTRACT END DATE: 12-31-2027. PROJECT NUMBER: D4009600. SECTOR: Public. City of Spokane is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Spokane<br><br>808 W. Spokane Falls Blvd<br><br>Spokane, WA 99201 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2026

**NAME OF INSURED:** Jacobs Engineering Group Inc.

## ADDITIONAL INSURED - AUTOMATIC STATUS

| Named Insured Jacobs Solutions Inc. | | | Endorsement Number 498 |
|---|---|---|---|
| Policy Symbol HDO | Policy Number G4938788A | Policy Period 07/01/2026 TO 07/01/2027 | Effective Date of Endorsement 07/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

### SCHEDULE

**Name of Person or Organization:** Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.


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## ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Jacobs Solutions Inc. | | | 193 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| ISA | H08891990 | 07/01/2026 TO 07/01/2027 | |
| Issued By (Name of Insurance Company) | | | |
| ACE American Insurance Company | | | |

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.-Project and/or Contract: All projects and/or contracts where you perform work for such additional insured pursuant to any such written contract.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.

2. Any of your "employees" or agents.

3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

C. With respect to the insurance afforded to these additional insureds, the following applies:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

If such additional insured's scope of coverage is not expressly stated in a contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insureds ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.


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## ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Where the contract or agreement provides that the additional insured's scope of coverage is for the named insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.


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# NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

| Named Insured Jacobs Solutions Inc. | | | Endorsement Number 65 |
|---|---|---|---|
| Policy Symbol HDO | Policy Number G4938788A | Policy Period 07/01/2026 TO 07/01/2027 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

**B.** The Schedule must be initially provided to us within 15 days after:

**i.** The beginning of the Policy period, if this endorsement is effective as of such date; or

**ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

**C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

**D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

**E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

**F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

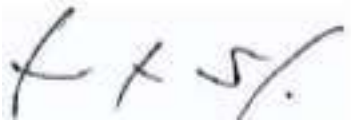
**G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

**H.** We may arrange with your representative to send such notice in the event of any such cancellation.

**I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

**J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

# NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Jacobs Solutions Inc. | | | 42 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| ISA | H08891990 | 07/01/2026 TO 07/01/2027 | |
| Issued By (Name of Insurance Company) | | | |
| ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

**B.** The Schedule must be initially provided to us within 15 days after:

**i.** The beginning of the Policy period, if this endorsement is effective as of such date; or

**ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

**C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

**D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

**E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

**F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

**G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

**H.** We may arrange with your representative to send such notice in the event of any such cancellation.

**I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

**J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

| | |
|---|---|
| Named Insured<br>JACOBS SOLUTIONS INC.<br>515 S. FLOWER STREET, SUITE 4800<br>LOS ANGELES CA 90071 | Endorsement Number<br><br>Policy Number<br>Symbol: WLR Number: C7280918A |
| Policy Period<br>07-01-2026 **TO** 07-01-2027 | Effective Date of Endorsement<br>07-01-2026 |
| Issued By (Name of Insurance Company)<br>INDEMNITY INS. CO. OF NORTH AMERICA | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. | |

# NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

**A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

**B.** The Schedule must be initially provided to us within 15 days after:

**i.** The beginning of the Policy period, if this endorsement is effective as of such date; or

**ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

**C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

**D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

**E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

**F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

**G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

**H.** We may arrange with your representative to send such notice in the event of any such cancellation.

**I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

**J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.

Authorized Representative

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

| Named Insured<br>**Jacobs Solutions Inc.** | | | Endorsement Number<br>**19** |
|---|---|---|---|
| Policy Symbol<br>**EON** | Policy Number<br>**G21655065 017** | Policy Period<br>**07/01/2026 to 07/01/2027** | Effective Date of Endorsement<br>**07/01/2026** |
| Issued By (Name of Insurance Company)<br>**ACE American Insurance Company** | | | |

## NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

MS-36362 (04/19)

Authorized Representative

Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

| | |
|---|---|
| **Entity name:** | JACOBS ENGINEERING GROUP INC. |
| **Business name:** | JACOBS ENGINEERING GROUP INC. |
| **Entity type:** | Profit Corporation |
| **UBI #:** | 601-008-037 |
| **Business ID:** | 001 |
| **Location ID:** | 0005 |
| **Location:** | Active |
| **Location address:** | 999 W RIVERSIDE AVE<br>STE 500<br>SPOKANE WA 99201-1005 |
| **Mailing address:** | 6312 S FIDDLERS GREEN CIR<br>STE 300N<br>GREENWOOD VILLAGE CO 80111-4927 |
| **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 dat |
|---|---|---|---|---|---|---|
| Spokane General Business | | | | Active | Feb-28-2027 | Oct-30-2018 |

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

| Owners and officers | Title |
|---|---|
| BANGE, SCOTT | |
| HANBICKI, EDWARD | |
| HSU, CHIN CHANG (MIKE) | |
| JOHNSON, JUSTIN | |
| PRAGADA, ROBERT V. | |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/30/2026 9:12:25 AM

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# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/20/2026 | | |
| **Clerk's File #** | OPR 2021-0722 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | CITY ATTORNEY | **Bid #** | |
| **Contact Name/Phone** | MICHAEL 6237 | **Requisition #** | CR29065 |
| **Contact E-Mail** | MPICCOLO@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | PDILLON BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | OUTSIDE COUNSEL CONTRACT AMENDMENT (SUMMIT LAW / BACON) | | |

## Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by $100,000 for a contract total of $1,250,000.00.

## Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington 1s COVID-19 vaccination mandate.

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

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

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

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

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 100,000.00 | **#** Risk - Claims |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

| **Funding Source** | One-Time |
|---|---|
| **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** | PICCOLO, MIKE | **PURCHASING** | NECHANICKY, JASON |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | FAIRBORN, KATHERINE | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| chadm@SummitLaw.com | Zach.Ray@us.davies-group.com |
| mpiccolo@spokanecity.org | sdhansen@spokanecity.org |
| mdominguez@spokanecity.org | |
| | |
| | |

City Clerk's No. OPR 2021-0722

**City of Spokane**

**CONTRACT AMENDMENT**

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**
The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Amendment shall become effective on August 1, 2026.

**3. COMPENSATION.**
The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,250,000.00)**.

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

| **SUMMIT LAW GROUP, PLLC** | **CITY OF SPOKANE** |
|---|---|
| By_____ | By_____ |
| Signature Date | Signature Date |
| _____ | _____ |
| Type or Print Name | Type or Print Name |
| _____ | _____ |
| Title | Title |
| Attest: | Approved as to form: |
| _____ | _____ |
| City Clerk | Assistant City Attorney |

26-287

# License Information:

New search Back to results

**Entity name:** SUMMIT LAW GROUP, PLLC

**Business name:** SUMMIT LAW GROUP, P.L.L.C.

**Entity type:** Professional Limited Liability Company

**UBI #:** 601-773-208

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

**Mailing address:** 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|---|---|---|---|---|---|
| Bainbridge Island General Business - Non-Resident | 41410 | | | Active | Feb-28-2027 | Sep-24-2007 |
| Bellingham General Business | 023960 | | | Active | | Apr-12-1999 |
| Bremerton General Business - Non-Resident | 29121 | | | Active | Feb-28-2027 | Jan-01-2011 |
| Burien General Business - Non-Resident | | | | Active | Feb-28-2027 | Feb-10-2025 |
| Burlington General Business - Non-Resident | 10352 | | | Active | Feb-28-2027 | Apr-10-2019 |

## Endorsements

Filter

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|---|---|---|---|---|---|
| Issaquah General Business - Non-Resident | | | | Active | Feb-28-2027 | Jun-28-2018 |

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|---|---|---|---|---|---|
| Kirkland General Business - Non-Resident | | | | Active | Feb-28-2027 | Jun-08-2023 |
| Lake Stevens General Business - Non-Resident | | | | Active | Feb-28-2027 | Jun-06-2014 |
| Port Orchard General Business - Non-Resident | | | | Active | Feb-28-2027 | May-12-2020 |
| Snoqualmie General Business - Non-Resident | | | | Active | Feb-28-2027 | Sep-18-2023 |
| South Bend General Business - Non-Resident | 846 | | | Active | Feb-28-2027 | Aug-04-2023 |
| Spokane General Business - Non-Resident | T12024574BL | | | Active | Feb-28-2027 | Oct-15-2012 |
| Vancouver General Business - Non-Resident | | | | Active | Feb-28-2027 | Mar-21-2018 |
| Yelm General Business - Non-Resident | 850 | | | Active | Feb-28-2027 | Nov-07-2023 |

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

| Owners and officers | Title |
| --- | --- |
| ANGER, KRISTIN D | |
| DANELO, ADA | |
| DIXON, HEATH | |
| STODDARD, KRISTIN | |
| YOUNKER, RODNEY B | |

View Additional Locations

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SUMMLAW-01 TMURPHY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Hub International Northwest LLC<br>PO Box 3018<br>Bothell, WA 98041 | PHONE (A/C, No, Ext): (425) 489-4500 | FAX (A/C, No): (425) 485-8489 |
| | E-MAIL ADDRESS: now.info@hubinternational.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Fire Insurance Company of Hartford | 20478 |
| INSURER B : Continental Casualty Company | 20443 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | X | | 4031454583 | 5/1/2026 | 5/1/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | 4031454583 | 5/1/2026 | 5/1/2027 | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ 4,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 4031455250 | 5/1/2026 | 5/1/2027 | AGGREGATE | $ 4,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | 4031454583 | 5/1/2026 | 5/1/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Additional Insured as required by written contract: City of Spokane.**

**CERTIFICATE HOLDER**

City of Spokane
c/o Sheila Hansen
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


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# BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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## I. BLANKET ADDITIONAL INSURED PROVISIONS

### A. ADDITIONAL INSURED – BLANKET VENDORS

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**1.** The insurance afforded the vendor does not apply to:

**a.** "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**b.** Any express warranty unauthorized by you;

**c.** Any physical or chemical change in the product made intentionally by the vendor;

**d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

4002000476025100047988 2



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**h.** "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(1)** The exceptions contained in Subparagraphs **d.** or **f.**; or

**(2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**2.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**3.** This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

**4.** This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

**1.** **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

**2.** However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

**a.** A higher limit of insurance than required by such "**written contract**;"

**b.** Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

**c.** Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

**3.** Only the following persons or organizations can qualify as additional insureds under this endorsement:

**a. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

**(1)** such person or organization's financial control of you; or

**(2)** Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.



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**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

**(1)** The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

**(b)** The construction, erection, or removal of elevators; or

**(c)** The ownership, maintenance or use of any elevators covered by this insurance; or

**(2)** The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

**(a)** "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

**(b)** "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

**a.** Your acts or omissions; or

**b.** Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

**(1)** For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

**(2)** For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

**(a)** It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

**(b)** The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

**(3)** Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

**1.** With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

**a.** The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

**b.** Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

**(1)** Is currently in effect or becomes effective during the term of this policy; and

**(2)** Was executed prior to:

**(a)** The "**bodily injury**" or "**property damage**;" or

**(b)** The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

**2.** With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

**a.** An individual, then his or her spouse is an insured;



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**b.** A partnership or joint venture, then its partners, members and their spouses are insureds;

**c.** A limited liability company, then its members and managers are insureds;

**d.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

**e.** Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

**(1)** "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

**(2)** "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

**(3)** Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

**(1)** You or any additional insured that is an individual;

**(2)** Any partner, if you or an additional insured is a partnership;

**(3)** Any manager, if you or an additional insured is a limited liability company;

**(4)** Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

**(5)** Any trustee, if you or an additional insured is a trust; or

**(6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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**D. Fellow Employee First Aid Coverage**

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

**E. Legal Liability – Damage To Premises**

**1.** Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

**k. Damage To Property**

"**Property damage**" to:

**1.** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**2.** Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

**3.** Property loaned to you;

**4.** Personal property in the care, custody or control of the insured;

**5.** That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

**6.** That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

**(1)** rented to you:

**(2)** temporarily occupied by you with the permission of the owner, or

**(3)** to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

**2.** Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.



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**3.** The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

**a.** $1,000,000; or

**b.** The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

**1.** Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

**h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

**(1)** Not done intentionally by or at the direction of:

**(a)** The insured; or

**(b)** Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

**(2)** Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

**2.** Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

**3.** This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

**c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

**a.** Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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SUMMLAW-01 TMURPHY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Hub International Northwest LLC<br>PO Box 3018<br>Bothell, WA 98041 | PHONE (A/C, No, Ext): (425) 489-4500 | FAX (A/C, No): (425) 485-8489 |
| | E-MAIL ADDRESS: now.info@hubinternational.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Lloyd's of London | 15792 |
| INSURER B : Starstone Specialty Insurance Company | 44776 |
| INSURER C : QBE | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | [X] CLAIMS-MADE [ ] OCCUR | | | SUAGP1657-2601 | 5/1/2026 | 5/1/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | [X] Lawyers Prof Liab | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [X] OTHER: $25,000 Deductible Each Claim | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Excess Prof Liab | | | LPL00442510P-01 | 5/1/2026 | 5/1/2027 | Each Claim/Aggregate | 5,000,000 |
| C | Excess Prof Liab | | | 100007229 | 5/1/2026 | 5/1/2027 | Each Claim/Aggregate | 5,000,000 |

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

**Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim**
**Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate**
**Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate**

**(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)**

**CERTIFICATE HOLDER**

City of Spokane
c/o Sheila Hansen
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


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# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/20/2026 | | |
| **Clerk's File #** | OPR 2022-0481 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | CITY ATTORNEY | **Bid #** | |
| **Contact Name/Phone** | MICHAEL 6237 | **Requisition #** | CR29064 |
| **Contact E-Mail** | MPICCOLO@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | PDILLON BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | OUTSIDE COUNSEL CONTRACT AMENDMENT (SUMMIT / LABOR) | | |

## Agenda Wording

Contract Amendment for Summit Law Group, Seattle, WA, as outside legal counsel assisting the City in Labor Negotiations and HR advice. This amendment will increase the contract by $150,000 for a total contract amount of $700,000, which dates back to 2022.

## Summary (Background)

The City has been in collective bargaining in 2026 with Local 29, Local 270, Local 270-Prosecuting Attorneys and with M&P A and B. Bargaining with Spokane Police Guild and Lieutenants and Captains also recently began. In addition, there are other labor matters to address including a number of grievances, PERC unit clarifications, Civil Service hearings and unfair labor practice complaints. While staff from HR and Legal will also be involved in these proceedings, special counsel from Summit Law Group is necessary.

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

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

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

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

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 150,000 | **#** 0020-88100-18900-54105 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

| | |
|---|---|
| **Funding Source** | One-Time |
| **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** | PICCOLO, MIKE | **PURCHASING** | PRINCE, THEA |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | FAIRBORN, KATHERINE | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| johnh@summitlaw.com | mpiccolo@spokanecity.org |
| ywang@spokanecity.org | sdhansen@spokanecity.org |
| | |
| | |
| | |

City Clerk's No. OPR 2022-0481

# City of Spokane

## CONTRACT AMENDMENT

## OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, (the "City"), **SUMMIT LAW GROUP, PLLC,** whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, (the "Firm"), individually a “Party”, and together referenced as the “Parties”.

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**
The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Amendment shall become effective on June 1, 2026.

**4. COMPENSATION.**
The City shall pay an additional amount not to exceed **ONE FIFTY HUNDRED THOUSAND AND NO/100 DOLLARS ($150,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00)**.

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

**SUMMIT LAW GROUP, PLLC**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

**CITY OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-288

# License Information:

New search Back to results

**Entity name:** SUMMIT LAW GROUP, PLLC

**Business name:** SUMMIT LAW GROUP, P.L.L.C.

**Entity type:** Professional Limited Liability Company

**UBI #:** 601-773-208

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

**Mailing address:** 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|---|---|---|---|---|---|
| Bainbridge Island General Business - Non-Resident | 41410 | | | Active | Feb-28-2027 | Sep-24-2007 |
| Bellingham General Business | 023960 | | | Active | | Apr-12-1999 |
| Bremerton General Business - Non-Resident | 29121 | | | Active | Feb-28-2027 | Jan-01-2011 |
| Burien General Business - Non-Resident | | | | Active | Feb-28-2027 | Feb-10-2025 |
| Burlington General Business - Non-Resident | 10352 | | | Active | Feb-28-2027 | Apr-10-2019 |

## Endorsements

Filter

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|---|---|---|---|---|---|
| Issaquah General Business - Non-Resident | | | | Active | Feb-28-2027 | Jun-28-2018 |

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|---|---|---|---|---|---|
| Kirkland General Business - Non-Resident | | | | Active | Feb-28-2027 | Jun-08-2023 |
| Lake Stevens General Business - Non-Resident | | | | Active | Feb-28-2027 | Jun-06-2014 |
| Port Orchard General Business - Non-Resident | | | | Active | Feb-28-2027 | May-12-2020 |
| Snoqualmie General Business - Non-Resident | | | | Active | Feb-28-2027 | Sep-18-2023 |
| South Bend General Business - Non-Resident | 846 | | | Active | Feb-28-2027 | Aug-04-2023 |
| Spokane General Business - Non-Resident | T12024574BL | | | Active | Feb-28-2027 | Oct-15-2012 |
| Vancouver General Business - Non-Resident | | | | Active | Feb-28-2027 | Mar-21-2018 |
| Yelm General Business - Non-Resident | 850 | | | Active | Feb-28-2027 | Nov-07-2023 |

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

| Owners and officers | Title |
| --- | --- |
| ANGER, KRISTIN D | |
| DANELO, ADA | |
| DIXON, HEATH | |
| STODDARD, KRISTIN | |
| YOUNKER, RODNEY B | |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:51:15 AM

**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**

SUMMLAW-01 TMURPHY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Hub International Northwest LLC<br>PO Box 3018<br>Bothell, WA 98041 | PHONE (A/C, No, Ext): (425) 489-4500 | FAX (A/C, No): (425) 485-8489 |
| | E-MAIL ADDRESS: now.info@hubinternational.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Fire Insurance Company of Hartford | 20478 |
| INSURER B : Continental Casualty Company | 20443 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | X | | 4031454583 | 5/1/2026 | 5/1/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | 4031454583 | 5/1/2026 | 5/1/2027 | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ 4,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 4031455250 | 5/1/2026 | 5/1/2027 | AGGREGATE | $ 4,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | 4031454583 | 5/1/2026 | 5/1/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Additional Insured as required by written contract: City of Spokane.**

**CERTIFICATE HOLDER**

City of Spokane
c/o Sheila Hansen
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


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# BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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## I. BLANKET ADDITIONAL INSURED PROVISIONS

### A. ADDITIONAL INSURED – BLANKET VENDORS

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**1.** The insurance afforded the vendor does not apply to:

**a.** "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**b.** Any express warranty unauthorized by you;

**c.** Any physical or chemical change in the product made intentionally by the vendor;

**d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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**h.** "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(1)** The exceptions contained in Subparagraphs **d.** or **f.**; or

**(2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**2.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**3.** This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

**4.** This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

**1.** **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

**2.** However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

**a.** A higher limit of insurance than required by such "**written contract**;"

**b.** Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

**c.** Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

**3.** Only the following persons or organizations can qualify as additional insureds under this endorsement:

**a. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

**(1)** such person or organization's financial control of you; or

**(2)** Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.



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**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

**(1)** The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

**(b)** The construction, erection, or removal of elevators; or

**(c)** The ownership, maintenance or use of any elevators covered by this insurance; or

**(2)** The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

**(a)** "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

**(b)** "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

**a.** Your acts or omissions; or

**b.** Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

**(1)** For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

**(2)** For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

**(a)** It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

**(b)** The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

**(3)** Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

**1.** With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

**a.** The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

**b.** Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

**(1)** Is currently in effect or becomes effective during the term of this policy; and

**(2)** Was executed prior to:

**(a)** The "**bodily injury**" or "**property damage**;" or

**(b)** The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

**2.** With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

**a.** An individual, then his or her spouse is an insured;



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**b.** A partnership or joint venture, then its partners, members and their spouses are insureds;

**c.** A limited liability company, then its members and managers are insureds;

**d.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

**e.** Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

**(1)** "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

**(2)** "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

**(3)** Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

**(1)** You or any additional insured that is an individual;

**(2)** Any partner, if you or an additional insured is a partnership;

**(3)** Any manager, if you or an additional insured is a limited liability company;

**(4)** Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

**(5)** Any trustee, if you or an additional insured is a trust; or

**(6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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**D. Fellow Employee First Aid Coverage**

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

**E. Legal Liability – Damage To Premises**

**1.** Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

**k. Damage To Property**

"**Property damage**" to:

**1.** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**2.** Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

**3.** Property loaned to you;

**4.** Personal property in the care, custody or control of the insured;

**5.** That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

**6.** That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

**(1)** rented to you:

**(2)** temporarily occupied by you with the permission of the owner, or

**(3)** to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

**2.** Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.



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**3.** The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

**a.** $1,000,000; or

**b.** The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

**1.** Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

**h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

**(1)** Not done intentionally by or at the direction of:

**(a)** The insured; or

**(b)** Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

**(2)** Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

**2.** Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

**3.** This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

**c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

**a.** Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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SUMMLAW-01 TMURPHY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Hub International Northwest LLC<br>PO Box 3018<br>Bothell, WA 98041 | PHONE (A/C, No, Ext): (425) 489-4500 | FAX (A/C, No): (425) 485-8489 |
| | E-MAIL ADDRESS: now.info@hubinternational.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Lloyd's of London | 15792 |
| INSURER B : Starstone Specialty Insurance Company | 44776 |
| INSURER C : QBE | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | [X] CLAIMS-MADE [ ] OCCUR | | | SUAGP1657-2601 | 5/1/2026 | 5/1/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | [X] Lawyers Prof Liab | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [X] OTHER: $25,000 Deductible Each Claim | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Excess Prof Liab | | | LPL00442510P-01 | 5/1/2026 | 5/1/2027 | Each Claim/Aggregate | 5,000,000 |
| C | Excess Prof Liab | | | 100007229 | 5/1/2026 | 5/1/2027 | Each Claim/Aggregate | 5,000,000 |

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

**Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim**
**Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate**
**Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate**

**(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)**

**CERTIFICATE HOLDER**

City of Spokane
c/o Sheila Hansen
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


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# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | |
|---|---|
| **Date Rec'd** | 10/20/2026 |
| **Clerk's File #** | OPR 2024-0835 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | CITY ATTORNEY |
| **Contact Name/Phone** | MICHAEL 6237 |
| **Contact E-Mail** | MPICCOLO@SPOKANECITY.ORG |
| **Agenda Item Type** | Contract Item |
| **Council Sponsor(s)** | PDILLON BWILKERSON |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | OUTSIDE COUNSEL CONTRACT AMENDMENT (BRYAN CAVE / CURRIE) |

## Agenda Wording

Outside Counsel Amendment with Bryan Cave Leighton Paisner, LLP, St. Louis, MO. for Legal Services in the matter of Currie v. City of Spokane. This amendment will increase the contract by $150,000 for a total of $400,000.

## Summary (Background)

This is a lawsuit against the City alleging constitutional violations of the rights of unhoused individuals pursuant to several SMC sections. The SMC sections have been amended at this time, but the litigation continues.

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

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

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

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

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 150,000.00 | **#** 0020-88100-18900-54105 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

| | |
|---|---|
| **Funding Source** | One-Time |
| **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** | PICCOLO, MIKE | | |
| **Division Director** | CWRIGHT | | |
| **Accounting Manager** | CWRIGHT | | |
| **Legal** | FAIRBORN, KATHERINE | | |
| **For the Mayor** | CWRIGHT | | |

| **Distribution List** | |
|---|---|
| randall.thomsen@bclplaw.com | deigler@spokanecity.org |
| mpiccolo@spokanecity.org | sdhansen@spokanecity.org |
| mdominguez@spokanecity.org | |
| | |
| | |

City Clerk's No. OPR 2024-0835

**City of Spokane**

**CONTRACT AMENDMENT**
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRYAN CAVE LEIGHTON PAISNER LLP.**, whose address is 211 North Broadway, Suite 3600, Saint Louis, Missouri 63102-2726, as ("Firm"), individually hereafter referenced as a "Party", and together referenced as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of **Currie, et. al., v. City of Spokane, et. al.,** Spokane County Superior Court Cause No. 24-2-03708-32, consistent with applicable laws and this Contract; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**
The Contract dated September 20, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Amendment shall become effective on August 1, 2026.

**4. COMPENSATION.**
The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00)**.

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

**BRYAN CAVE LEIGHTON PAISNER LLP**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

**CITY OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-286

STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: Apr 17, 2026

Limited Liability Partnership

Unified Business ID #: 605176443
Business ID #: 001
Location: 0001
Expires: Apr 30, 2027

BRYAN CAVE LEIGHTON PAISNER LLP
STE 3600
211 N BROADWAY
SAINT LOUIS MO 63102-2726

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

PHILIP WRIGHT

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

UBI: 605176443 001 0001

Expires: Apr 30, 2027

BRYAN CAVE LEIGHTON PAISNER LLP
STE 3600
211 N BROADWAY
SAINT LOUIS MO 63102-2726

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue

**IMPORTANT!**

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE**

## General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

## Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

# CERTIFICATE OF LIABILITY INSURANCE

5/1/2027

DATE (MM/DD/YYYY): 5/19/2026

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

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

| | |
|---|---|
| **PRODUCER** Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 kcasu@lockton.com | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED** 1450328<br>BRYAN CAVE LEIGHTON PAISNER LLP<br>211 N BROADWAY #3600<br>ONE METROPOLITAN SQUARE<br>SAINT LOUIS MO 63102 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Great Northern Insurance Company — 20303<br>**INSURER B :** Federal Insurance Company — 20281<br>**INSURER C :** Chubb National Insurance Company — 10052<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 21809643 **REVISION NUMBER:** XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X HOST LIQUOR LIAB.<br>X $1M EBL<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT X LOC<br>OTHER: | Y | N | 3598-7725 | 5/1/2026 | 5/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Included<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | N | N | 7358-1424 | 5/1/2026 | 5/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | N | N | 7989-1921 | 5/1/2026 | 5/1/2027 | EACH OCCURRENCE<br>AGGREGATE<br>SIR | $ 25,000,000<br>$ 25,000,000<br>$ XXXXXXX |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N | 7175-5475 | 5/1/2026 | 5/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CITY OF SPOKANE IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER**

**21809643**
City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201-3326

**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**

Joseph M Agnello

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ALAS
Attorneys' Liability Assurance Society

December 29, 2025

Bryan Cave Leighton Paisner LLP
One Metropolitan Square
211 North Broadway
St. Louis, MO 63102-2750

To Whom It May Concern:

## CONFIRMATION OF INSURANCE

We hereby confirm that Bryan Cave Leighton Paisner LLP has Professional Liability Coverage under Policy LPL-1963-2026 with limits of liability not less than $25,000,000 per claim and $25,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,**
**A RISK RETENTION GROUP**

By: Nancy Montroy Date: 12/29/2025
Nancy J. Montroy
Vice President – Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax
alas.com

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 9/15/2026 | | |
| **Clerk's File #** | OPR 2025-0129 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FACILITIES MANAGEMENT | **Bid #** | ITB #6316-25 |
| **Contact Name/Phone** | DAVE STEELE 655-0567 | **Requisition #** | |
| **Contact E-Mail** | DSTEELE@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | ZZAPPONE PDILLON BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | FACILITIES WATER DEPARTMENT METER SHOP MAIN OFFICE RENOVATION | | |

## Agenda Wording

Amendment for change orders 40 and 41 for T.W. Clark Construction, LLC (Spokane Valley, WA) for Phase 1 of the Water Department Meter Shop-Main Office Renovation from May 28, 2026 for a total cost of $11,895.00 plus tax.

## Summary (Background)

The final change orders 40 and 41 for Phase 1 for the Water Department Meter Shop-Main Office renovation included removing excess soil from site and board off lower stair case to comply with ADA.

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

As a critical City service, the Water Department provides services to all areas of the City. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans.

**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?**

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

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

Renovation at this facility will improve the usability of the space while providing necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract mangement best practices will be used 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 investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. 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 | **$** 11,895.00 |
| Current Year Cost | **$** 11,895.00 |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 12,977.45 | **#** 4100-42490-94340-56501-11027 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

n/a

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | TEAL, JEFFREY | **PURCHASING** | PRINCE, THEA |
| **Division Director** | BOSTON, MATTHEW | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | FAIRBORN, KATHERINE | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| Steve Sunleaf Steve@twclark.com | klong@spokanecity.org |
| karcher@spokanecity.org | dsteele@spokanecity.org |
| jteal@spokanecity.org | laga@spokanecity.org |
| facilitiesdepartment@spokanecity.org | facilitiesaccounting@spokanecity.org |
| | |

City Clerk's No. OPR 2025-0129

# City of Spokane

## CONTRACT AMENDMENT

Title: **SPOKANE WATER DEPARTMENT METER SHOP-MAIN OFFICE RENOVATION – PHASE 1**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **TW CLARK CONSTRUCTION, LLC,** whose address is 1117 North Evergreen Road, Unit 1, Spokane Valley, Washington 99216, (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Contractor agreed to perform Spokane Water Department Meter Shop-Main Office Renovation – Phase 1; and,

WHEREAS, additional funds are needed, thus, the Contract needs to be formally amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**
The Contract, dated March 12, 2025 and March 13, 2025, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Amendment shall become effective on May 28, 2026, and shall run through October 31, 2026.

**3. ADDITIONAL WORK.**
The Scope of Work in the original Contract is expanded to include additional work set forth in Change Order Nos. 40 and 41, attached hereto.

4. **COMPENSATION.**
The City shall pay an additional amount not to exceed **ELEVEN THOUSAND EIGHT HUNDRED NINETY-FIVE AND NO/100 DOLLARS** (**$11,895.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**TW CLARK CONSTRUCTION, LLC**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

**CITY OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

**Attachments:**
Change Order Nos. 40 and 41

26-246

**EXHIBIT A**
**Change Order Nos. 40 and 41**

# CHANGE ORDER PROPOSAL

COP # **40**
FROM: **T.W. CLARK CONTRUCTION, LLC**
TWC # **2559**

TO: **Dave Steele**

RE: **City of Spokane Wastewater Building Office Expansion**
**Spokane, WA**
**Integrus #22257.00**

DATE: **5/28/2026**
CODE: **17-01**

**DESCRIPTION:**

*Remove excess soils from site*

| ITEM | SUBCONTRACTOR/VENDOR | QUAN. | UNIT | UNIT LABOR | UNIT MATERIAL | UNIT SUB | TOTAL LABOR | TOTAL MATERIAL | TOTAL SUB | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/3 cost - 30k | 1 | ls | 0.00 | 0.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 |
| 2 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 6 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9 | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | **Subtotal** | | | | | | 0.00 | 0.00 | 10,000.00 | $ 10,000.00 |
| 11 | **Supervision @ 15%** | | | | | | 0.00 | | | $ - |
| 12 | **Small Tools @ 3%** | | | | | | 0.00 | | | $ - |
| 13 | **Safety @ 2%** | | | | | | 0.00 | | | $ - |
| 14 | **Subtotal** | | | | | | 0.00 | 0.00 | 10,000.00 | $ 10,000.00 |
| 15 | **G.C. Overhead & Profit on Self Performed Work < $50,000 @ 15%** | | | | | | | | | $ - |
| 16 | **G.C. Overhead & Profit on Self Perfromed Work > $50,000 @ 10%** | | | | | | | | | $ - |
| 17 | **G.C. Overhead & Profit on Subcontractor Work < $50,000 @ 8%** | | | | | | | | | $ 800.00 |
| 18 | **G.C. Overhead & Profit on Subcontractor Work > $50,000 @ 6%** | | | | | | | | | $ - |
| 19 | **Subtotal** | | | | | | | | | $ 10,800.00 |
| 20 | **Insurance & bond @ 2.5%** | | | | | | | | | $ 270.00 |
| 21 | **TOTAL** | | | | | | | | | **$ 11,070.00** |

**REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 0 Calendar days**

**This change order proposal only includes the direct cost and time of performing the changed work. It excludes any unkown cost or time for impacts, inefficiencies or delays and the rights to such are expressly reserved. Any additional contract Time or Sum impacts as a result of this change will be made known to the Owner no later than 60 days from issuance of the approved change order via a separate proposal for Owner approval, accounting for Time and Sum impacts specific to the Change in Work.**

**T.W. Clark does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that T.W. Clark shall have no liability whatsoever for claims arising out of or related to design and professional services.**

| Signature | Date | Owner's Directive |
|---|---|---|
| Architect _____ | | ☐ Proceed with this change |
| | | ☐ Revise and Resubmit |
| Owner _____ | | ☐ Do not proceed with this change |

# CHANGE ORDER PROPOSAL

COP # **41**
FROM: **T.W. CLARK CONTRUCTION, LLC**
TWC # **2559**

TO: **Dave Steele**

RE: **City of Spokane Wastewater Building Office Expansion**
**Spokane, WA**
**Integrus #22257.00**

DATE: **5/28/2026**
CODE: **17-01**

**DESCRIPTION:**

*Board off lower stair case to comply with ADA.*

| ITEM | SUBCONTRACTOR/VENDOR | QUAN. | UNIT | UNIT LABOR | UNIT MATERIAL | UNIT SUB | TOTAL LABOR | TOTAL MATERIAL | TOTAL SUB | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Labor | 4 | hr | 125.00 | 0.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |
| 2 | Materials | 1 | ls | 0.00 | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 100.00 |
| 3 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 6 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9 | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | **Subtotal** | | | | | | 500.00 | 100.00 | 0.00 | $ 600.00 |
| 11 | **Supervision @ 15%** | | | | | | 75.00 | | | $ 75.00 |
| 12 | **Small Tools @ 3%** | | | | | | 15.00 | | | $ 15.00 |
| 13 | **Safety @ 2%** | | | | | | 10.00 | | | $ 10.00 |
| 14 | **Subtotal** | | | | | | 600.00 | 100.00 | 0.00 | $ 700.00 |
| 15 | **G.C. Overhead & Profit on Self Performed Work < $50,000 @ 15%** | | | | | | | | | $ 105.00 |
| 16 | **G.C. Overhead & Profit on Self Perfromed Work > $50,000 @ 10%** | | | | | | | | | $ - |
| 17 | **G.C. Overhead & Profit on Subcontractor Work < $50,000 @ 8%** | | | | | | | | | $ - |
| 18 | **G.C. Overhead & Profit on Subcontractor Work > $50,000 @ 6%** | | | | | | | | | $ - |
| 19 | **Subtotal** | | | | | | | | | $ 805.00 |
| 20 | **Insurance & bond @ 2.5%** | | | | | | | | | $ 20.13 |
| 21 | **TOTAL** | | | | | | | | | **$ 825.00** |

**REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 0 Calendar days**

**This change order proposal only includes the direct cost and time of performing the changed work. It excludes any unkown cost or time for impacts, inefficiencies or delays and the rights to such are expressly reserved. Any additional contract Time or Sum impacts as a result of this change will be made known to the Owner no later than 60 days from issuance of the approved change order via a separate proposal for Owner approval, accounting for Time and Sum impacts specific to the Change in Work.**

**T.W. Clark does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that T.W. Clark shall have no liability whatsoever for claims arising out of or related to design and professional services.**

| Signature | Date | Owner's Directive |
|---|---|---|
| Architect _____ | | ☐ Proceed with this change |
| | | ☐ Revise and Resubmit |
| Owner _____ | | ☐ Do not proceed with this change |

## License Information:

New search Back to results

**Entity name:** T.W. CLARK CONSTRUCTION, LLC

**Business name:** T.W. CLARK CONSTRUCTION, LLC

**Entity type:** Limited Liability Company

**UBI #:** 601-858-364

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1117 N EVERGREEN RD UNIT 1
SPOKANE VALLEY WA 99216-1138

**Mailing address:** 1117 N EVERGREEN RD STE 1
SPOKANE VALLEY WA 99216-1138

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration dat | First issuance |
|---|---|---|---|---|---|---|
| Kennewick General Business - Non-Resident | | | | Active | Mar-31-2027 | Apr-15-2025 |
| Liberty Lake General Business - Non-Resident | | | | Active | Mar-31-2027 | Jun-09-2023 |
| Spokane General Business - Non-Resident | T12030159BU | | | Active | Mar-31-2027 | Oct-15-2012 |
| Spokane Valley General Business | 00303 | | | Active | Mar-31-2027 | Nov-03-2003 |
| Wenatchee General Business - Non-Resident | | | | Active | Mar-31-2027 | May-20-2025 |

| Endorsements held at this lo | License # | Count | Details | Status | Expiration dat | First issuance |
|---|---|---|---|---|---|---|
| Yakima General Business - Non-Resident | | | | Active | Feb-28-2027 | Feb-09-2026 |

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

| Owners and officers | Title |
|---|---|
| HUETTL, JON | |
| SUNLEAF, STEVEN R | |
| WILLIAMSON, JAKE | |

The Business Lookup information is updated nightly. Search date and time: 8/17/2026 10:22:40 AM

**Contact us**

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**Take our survey!**

Don't see what you expected?
**Check if your browser is supported**

TWCLARK-02 MRUDNEVA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/4/2026

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

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

**PRODUCER**
Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

CONTACT NAME: Drew Hoskins, CRIS, ACSR
PHONE (A/C, No, Ext): (509) 343-9224 FAX (A/C, No): (509) 325-1803
E-MAIL ADDRESS: drew.hoskins@alliant.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Navigators Specialty Insurance Company | 36056 |
| INSURER B : West American Insurance Company | 44393 |
| INSURER C : Aspen Specialty Insurance Company | 10717 |
| INSURER D : Allied World Assurance Company (U.S.) Inc | 19489 |
| INSURER E : | |
| INSURER F : | |

**INSURED**
T.W. Clark Construction, LLC
1117 N Evergreen Rd #1
Spokane Valley, WA 99216

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | SF26CGL216050IC | 6/30/2026 | 6/30/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | BAW58660986 | 6/30/2026 | 6/30/2027 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | UMBRELLA LIAB X OCCUR | | | CX00G5726 | 6/30/2026 | 6/30/2027 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | SF26CGL216050IC | 6/30/2026 | 6/30/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Pollution Liability | | | 03122985 | 6/30/2026 | 6/30/2027 | | 2,000,000 |
| D | Professional Liab | | | 03122985 | 6/30/2026 | 6/30/2027 | | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: OPR: 2025-0129 – LCT Software LLC for Software Platform subscription to the DigEPlan Integrated Electronic Plan Review

The City, its officers and employees are listed as additional insured as per the contract.

Please reference attached forms.

**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


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# Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

To Whom it May Concern:

Attached please find the requested certificate. To comply with green standards, Alliant will no longer be mailing out hard copies of certificates. Please provide Drew Hoskins Drew.Hoskins@alliant.com with an email address to send certificates to moving forward.

Thank you.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

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

# ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

**SCHEDULE**

| **State Or Governmental Agency Or Subdivision Or Political Subdivision:** |
| --- |
| |

**A. Section II - Who Is An Insured**

**1.**

**a.**

**b.**

**2.**

**a.**

**b.**

**B.** **Section III - Limits Of Insurance:**

**1.**

**2.**

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| | |

**Section II - Who Is An Insured**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| |

**8. Transfer Of Rights Of Recovery Against Others To Us**
**Section IV - Conditions:**

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/9/2026 | | |
| **Clerk's File #** | OPR 2025-0828 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FACILITIES MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | DAVE STEELE 6064 | **Requisition #** | MASTER |
| **Contact E-Mail** | DSTEELE@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | PDILLON BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | FACILITIES LANDSCAPING AND SNOW REMOVAL SERVICES FOR MULTIPLE CITY | | |

## Agenda Wording

Contract Amendment with American Sprinkler Repair and Landscaping LLC (Spokane Valley, WA) for specific maintenance at the Combined Communication Building located at 1620 N. Rebecca Street in September 2026 not to exceed $5500 plus tax and needed irrigation work at the Plaza for the period of 9/1/2026-11/30/2028 not to exceed $3000 in labor plus tax and $3000 in parts plus tax.

## Summary (Background)

The Facilities Department is being to maintain the Combined Communication Building at 1620 N. Rebecca Street, Spokane, WA. This has been a Fire Department function but with the new SUN 911 Center being established, it was agreed upon that Facilities should do the management of the building. This includes the landscaping. There was ivy growing up around the CCB that needed to be removed. American Sprinkler Repair and Landscaping was able to get the work quoted and scheduled quickly since the regular company wasn't able to. The Plaza has not been blown out consistently in the fall causing major repairs in the spring, we are allocating additional funds to cover the blow out to ensure that it is completed so we don't have spend extra money and time on repairs in the spring.

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

Each of these sites is a public facing location and provide a variety of services related to multi-modal transporation, general public services, and legal services to the Spokane community and the Spokane area at large. These locations are critical public facing locations and require prompt and ongoing plowing, de-icing for safety and access as well as continual annual landscape maintenance.

**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?**

Each of these sites is a public facing location and provide a variety of services related to multi-modal transportation, general public services, and legal services to the Spokane community and the Spokane area at large. These locations are critical public facing locations and require landscaping maintenance. This contract supports general city policy and the comprehensive plan.

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 11,500.00 |
| Current Year Cost | $ 11,500.00 |
| Subsequent Year(s) Cost | $ 6,000.00 |

**Narrative**

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 5900-71300-18300-54802-81062 | # 6000.00 |
| Expense | $ 5900-71300-18300-54802-42520 | # 5500.00 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

Yes

| | |
|---|---|
| **Expense Occurrence** | Recurring |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | TEAL, JEFFREY | PURCHASING | NECHANICKY, JASON |
| Division Director | BOSTON, MATTHEW | | |
| Accounting Manager | DANIELS, DERREK | | |
| Legal | FAIRBORN, KATHERINE | | |
| For the Mayor | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| | karcher@spokanecity.org |
| | |
| | |
| | |
| | |

City Clerk's No. OPR 2025-0828

# City of Spokane

## MASTER CONTRACT AMENDMENT

Title: **LANDSCAPING AND SNOW REMOVAL SERVICES FOR MULTIPLE LOCATIONS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN SPRINKLER REPAIR AND LANDSCAPE, LLC.**, whose address is 2109 South Balfour Boulevard, Spokane Valley, Washington 99206, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Landscaping and Snow Removal Services for Multiple City of Spokane Locations; and*

*WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**
The Contract, dated January 8, 2026, and January 9, 2026, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Amendment shall become effective on September 30, 2026.

**3. ADDITIONAL WORK.**
The Scope of Work in the original Contract is revised to include the following:

**Additional Work at the Plaza and CCB, requiring additional funds to be added to the Contract as follows:**
**$3,000.00 for additional hourly work**
**$3,000.00 for parts, plus tax**
**$5,500.00 for specialized work at CCB plus tax**

**4. COMPENSATION.**
The City shall pay an additional amount not to exceed **ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (**$11,500.00**) plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this

Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**AMERICAN SPRINKLER REPAIR & LANDSCAPE, LLC.**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

**CITY OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

**Attachments that are part of this Agreement**:

Amended Scope of Work document

26-277

## License Information:

New search Back to results

**Entity name:** AMERICAN SPRINKLER REPAIR & LANDSCAPE LLC

**Business name:** AMERICAN SPRINKLER REPAIR & LANDSCAPE LLC

**Entity type:** Limited Liability Company

**UBI #:** 603-484-160

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2109 S BALFOUR BLVD
SPOKANE VALLEY WA 99206-3314

**Mailing address:** 2109 S BALFOUR BLVD
SPOKANE VALLEY WA 99206-3314

**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 | Feb-28-2026 | Jul-08-2019 |
| Spokane General Business - Non-Resident | | | | Active | Feb-28-2026 | Mar-13-2015 |
| Spokane Valley General Business - Non-Resident | | | | Active | Feb-28-2026 | Mar-20-2015 |

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

| Owners and officers | Title |
|---|---|
| MCGUIRE, COREY | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| AMERICAN SPRINKLER & LANDSCAPE LLC | Active | Jan-03-2024 |

The Business Lookup information is updated nightly. Search date and time: 11/3/2025 10:41:51 AM

**Contact us**

How are we doing?
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Don't see what you expected?
**Check if your browser is supported**

AMERSPR-01 MFLEMING

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/6/2026

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

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

| | |
|---|---|
| PRODUCER<br>Blasingame Insurance<br>200 North Argonne<br>Spokane Valley, WA 99212 | CONTACT NAME: Michelle Fleming<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: michelle@blasingameins.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : The Cincinnati Ins Co — 10677 |
| INSURED<br>American Sprinkler Repair & Landscape LLC<br>2109 S Balfour Blvd<br>Spokane Valley, WA 99206 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | EPP 0647342 | 3/11/2026 | 3/11/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | EPP 0647342 | 3/11/2026 | 3/11/2027 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | EPP 0647342 | 3/11/2026 | 3/11/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane, its officers and employees are additional insured with respect to the contractors services to be provided under contract

**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

michelle fleming


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

# CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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## B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

### 1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

### 3. Damage To Premises Rented To You

The lesser of:
**a.** The Each Occurrence Limit shown in the Declarations; or
**b.** $500,000 unless otherwise stated $ _____

### 4. Supplementary Payments

**a.** Bail Bonds: $2,500
**b.** Loss Of Earnings: $ 500


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**5. Medical Payments**

Medical Expense Limit: $10,000

**9. Property Damage To Borrowed Equipment**

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

**16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage**

**Limits Of Insurance**
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

**Deductible Amount** (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

| COVERAGE | PREMIUM BASIS<br>**(a)** Area<br>**(b)** Payroll<br>**(c)** Gross Sales<br>**(d)** Units<br>**(e)** Other | RATE<br>(For Limits in Excess of $5,000) | ADVANCE PREMIUM<br>(For Limits in Excess of $5,000) |
|---|---|---|---|
| Care, Custody Or Control Liability | | | **$** |
| | | **TOTAL ANNUAL PREMIUM** | **$** |

**C. Coverages**

**1. Employee Benefit Liability Coverage**

**a.** The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY COVERAGE**

**(1) Insuring Agreement**

**(a)** We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

**1)** The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

**2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**(b)** This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

**1)** Occurs during the policy period; or


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**2)** Occurred prior to the "first effective date" of this endorsement provided:

**a)** You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

**i)** Reports all, or any part, of the act, error or omission to us or any other insurer;

**ii)** Receives a written or verbal demand or claim for damages because of the act, error or omission; and

**b)** There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

**1)** Failure of any investment to perform;

**2)** Errors in providing information on past performance of investment vehicles; or

**3)** Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.


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**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

**1)** Refusal to employ;

**2)** Termination of employment;

**3)** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

**4)** Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

**b. Who Is An Insured**

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

**(1)** If you are designated in the Declarations as:

**(a)** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**(b)** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

**(c)** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**(d)** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**(e)** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**(2)** Each of the following is also an insured:

**(a)** Each of your "employees" who is or was authorized to administer your "employee benefit program";

**(b)** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

**(c)** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.


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**(3)** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

**(a)** Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

**(b)** Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits Of Insurance**

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

**(1)** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

**(a)** Insureds;

**(b)** Claims made or "suits" brought;

**(c)** Persons or organizations making claims or bringing "suits";

**(d)** Acts, errors or omissions; or

**(e)** Benefits included in your "employee benefit program".

**(2)** The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

**(3)** Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

**(a)** An act, error or omission; or

**(b)** A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

**(4) Deductible Amount**

**(a)** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

**(b)** The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

**(c)** The terms of this insurance, including those with respect to:

**1)** Our right and duty to defend the insured against any "suits" seeking those damages; and


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**2)** Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

**(d)** We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

**d. Additional Conditions**

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

**(1)** Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit**

**a.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

**(1)** What the act, error or omission was and when it occurred; and

**(2)** The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

**b.** If a claim is made or "suit" is brought against any insured, you must:

**(1)** Immediately record the specifics of the claim or "suit" and the date received; and

**(2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c.** You and any other involved insured must:

**(1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

**(2)** Authorize us to obtain records and other information;

**(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

**(4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

**(2)** Item **4.** Other Insurance is replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **c.** below applies. If this insurance


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is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

**b. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

**(1)** The following definitions are added:

**1.** "Administration" means:

**a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

**b.** Interpreting the "employee benefit programs";

**c.** Handling records in connection with the "employee benefit programs"; or

**d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

**a.** Handling payroll deductions; or

**b.** The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

**2.** "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

**3.** "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

**a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;


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**b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

**c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

**d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

**4.** "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

**(2)** The following definitions are deleted in their entirety and replaced by the following:

**5.** "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**18.** "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

**a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

**b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

**c.** An appeal of a civil proceeding.

**2. Unintentional Failure To Disclose Hazards**

**Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

**3. Damage To Premises Rented To You**

**a.** The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

**b.** The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

**(a)** "Property damage":


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**(i)** Assumed in any contract or agreement; or

**(ii)** Caused by or resulting from any of the following:

**1)** Wear and tear;

**2)** Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

**3)** Smog;

**4)** Mechanical breakdown, including rupture or bursting caused by centrifugal force;

**5)** Settling, cracking, shrinking or expansion;

**6)** Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

**7)** Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**(b)** "Property damage" caused directly or indirectly by any of the following:

**(i)** Earthquake, volcanic eruption, landslide or any other earth movement;

**(ii)** Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

**(iii)** Water under the ground surface pressing on, or flowing or seeping through:

**1)** Foundations, walls, floors or paved surfaces;

**2)** Basements, whether paved or not; or

**3)** Doors, windows or other openings.

**(c)** "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

**(i)** You did your best to maintain heat in the building or structure; or

**(ii)** You drained the equipment and shut off the water supply if the heat was not maintained.

**(d)** "Property damage" to:

**(i)** Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

**(ii)** The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

**(1)** Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

**a.** While rented to you, or temporarily occupied by you with permission of the owner;

**b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

**c.** In the case of damage by water, while rented to and occupied by you.

**(2)** The most we will pay is limited as described in Section **B.** Limits Of


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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

**4. Supplementary Payments**

Under **Section I - Supplementary Payments - Coverages A and B**:

**a.** Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**b.** Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

**6. 180 Day Coverage For Newly Formed Or Acquired Organizations**

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**7. Waiver Of Subrogation**

**Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

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

**8. Automatic Additional Insured - Specified Relationships**

**a.** The following is added to **Section II - Who Is An Insured**:

**(1)** Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

**(2)** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

**(a) Managers Or Lessors Of Premises**

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

**(i)** Any "occurrence" which takes place after you cease to be a tenant in that premises;

**(ii)** Structural alterations, new construction or demolition operations performed by or on be-


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half of such additional insured.

**(b) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(c) Vendors**

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**(i)** The insurance afforded the vendor does not apply to:

**1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**2)** Any express warranty unauthorized by you;

**3)** Any physical or chemical change in the product made intentionally by the vendor;

**4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**7)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or


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**8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**a)** The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

**b)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(ii)** This insurance does not apply to any insured person or organization:

**1)** From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

**2)** When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

**(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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

**(i)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

**(ii)** The construction, erection or removal of elevators; or

**(iii)** The ownership, maintenance or use of any elevators covered by this insurance.

**(e) Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.


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**(3)** The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

**(c)** Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

**b.** With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

**(1)** Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

**(2)** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**c. Section IV - Commercial General Liability Conditions** is amended to include the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

**(1)** During the policy period; and

**(2)** Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

**d. Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**9. Property Damage To Borrowed Equipment**

**a.** The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

**b.** With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

**(1)** The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**


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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

**(a)** Insureds;

**(b)** Claims made or "suits" brought; or

**(c)** Persons or organizations making claims or bringing "suits".

**(2) Deductible Clause**

**(a)** Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

**(b)** Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

**(c)** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

**1)** Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

**2)** Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**11. Broadened Notice Of Occurrence**

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

**a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

**(1)** How, when and where the "occurrence" or offense took place;

**(2)** The names and addresses of any injured persons and witnesses; and

**(3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

**12. Nonowned Aircraft**

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

**a.** The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;


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**b.** The aircraft is rented with a trained, paid crew; and

**c.** The aircraft does not transport persons or cargo for a charge.

**13. Bodily Injury Redefined**

**Section V - Definitions, 3.** "Bodily injury" is replaced by the following:

**3.** "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

**14. Expected Or Intended Injury Redefined**

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**15. Former Employees As Insureds**

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

**2.** Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

**16. Voluntary Property Damage Coverage**

**a.** **Section I - Coverages** is amended to include the following:

**COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

**(1) Insuring Agreement**

**(a)** We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

**1)** Damage is caused by you; or

**2)** Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

**(b)** This insurance applies to "property damage" only if:

**1)** The "property damage" takes place in the "coverage territory"; and

**2)** The "property damage" occurs during the policy period.

**(2) Exclusions**

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

**(3) Definitions**

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:


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**13.** "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

**17.** "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**b. Care, Custody Or Control Liability Coverage**

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

**(1)** Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

**(2)** It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

**(3)** "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

**c. Limits Of Insurance And Deductibles**

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

**(1)** The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

**(a)** Insureds;

**(b)** Claims made or "suits" brought; or

**(c)** Persons or organizations making claims or bringing "suits".

**(2)** **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

**(b)** The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

**(3)** The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

**(4) Deductible Clause**


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**(a)** Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

**(b)** Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

**(c)** We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

**17. Broadened Contractual Liability - Work Within 50' Of Railroad Property**

**Section V - Definitions, 9.** "Insured contract" is amended as follows:

**a.** Paragraph **c.** is replaced by the following:

**c.** Any easement or license agreement;

**b.** Paragraph **f.(1)** is deleted in its entirety.

**18. Alienated Premises**

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".


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# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | |
|---|---|
| **Date Rec'd** | 10/21/2026 |
| **Clerk's File #** | OPR 2026-0884 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | GRANTS MANAGEMENT |
| **Contact Name/Phone** | COLE WICKER X6822 |
| **Contact E-Mail** | WWICKER@SPOKANECITY.ORG |
| **Agenda Item Type** | Contract Item |
| **Council Sponsor(s)** | BWILKERSON PDILLON |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** YES **Public Works?** NO |
| **Agenda Item Name** | ACCEPTANCE OF FY 2026 BJA BYRNE DISCRETIONARY COMMUNITY PROJECT |

## Agenda Wording

Acceptance of $1,250,000 award from the Department of Justice's 2026 BJA Byrne Discretionary Funding program to support the City's new SMART emergency response program.

## Summary (Background)

This award will help fund the City's new SMART (Spokane Mobile Alternative Response Team Programs). This will include funding embedded 911 Clinicians within our PSAP department and new Behavioral Health Units for non-emergency response calls. Both of these new services will alleviate strain on our first responders and provide tailored care for those in need.

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

This funding allows the City of Spokane to expand its SMART (Spokane Mobile Alternative Response Teams) program and will divert individuals from arrest or hospital emergency rooms and create additional capacity for the Spokane Police Department and Spokane Fire Department. These civilian-led mobile response teams will respond to calls that do not involve a safety risk or medical emergency. This program will target behavioral health calls and offer more appropriate care and follow-up services. This position will serve some of Spokane's most vulnerable populations, those experiencing behavioral health crises.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. We do not anticipate disaggregating data as noted above.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. As we look towards evaluating program success, we hope to track time served, usable opioid data, and our time saved as major benchmarks for success. The City of Spokane will measure success by tracking individual diversions from arrest and emergency rooms as well as the amount of time a mobile alternative team saves traditional police and fire/EMS responses, and the number of repeat emergency contacts[CW1.1][YM1.2]. We

## 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 program supports the new initiatives through the SUN. Expanded emergency response programs broadly benefits the City.

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 1,250,000 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

Includes: 2 sub-recipient contracts,1 for 911 Clinicians and 1 for Behavioral Health Units,($1,025,000);Supplies/Furniture for the new staff($124,630);Staff Training for new SMART protocols($27,000);Administration Costs($37,500);and Indirect Cost($35,870)

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 1,250,000 | # 1330-95671-99999-33116-99999 |
| Expense | $ 1,025,000 | # 1330-95671-14230-54201-99999 |
| Expense | $ 24,630 | # 1330-95671-14230-53101-99999 |
| Expense | $ 100,000 | # 1330-95671-14230-53505-99999 |
| Expense | $ 35,870 | # 1330-95671-14230-54992-99999 |
| Expense | $ 46,739 | # 1330-95671-14230-51991-99999 |

| | |
|---|---|
| **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.)**

Additional Budget Code: Expense – $17,761- 1330-95671-14230-52991-99999

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | STRATTON, JESSICA | **ACCOUNTING -** | BROWN, SKYLER |
| **Division Director** | STRATTON, JESSICA | | |
| **Accounting Manager** | DUFFEY, ANDREW | | |
| **Legal** | FAIRBORN, KATHERINE | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| grants@spokanecity.org | sbrown@spokanecity.org |
| | |
| | |
| | |
| | |

# Department of Justice (DOJ)

**Office of Justice Programs**

Bureau of Justice Assistance

*Washington, D.C. 20531*

| | |
|---|---|
| **Name and Address of Recipient:** | SPOKANE, CITY OF<br>808 W SPOKANE FALLS BLVD |
| **City, State and Zip:** | SPOKANE, WA 99201 |
| **Recipient UEI:** | PDNCLY8MYJN3 |

| | |
|---|---|
| **Project Title:** Spokane Mobile Alternative Response Teams | **Award Number:** 15PBJA-26-GG-01135-BRND |

**Solicitation Title:** BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

| | |
|---|---|
| **Federal Award Amount:** $1,250,000.00 | **Federal Award Date:** 9/30/26 |

| | |
|---|---|
| **Awarding Agency:** | Office of Justice Programs<br>Bureau of Justice Assistance |
| **Award Type:** | Initial |
| **Funding Instrument Type:** | Grant |

**Opportunity Category:** E
**Assistance Listing:**
16.753 - Congressionally Recommended Awards

| | |
|---|---|
| **Project Period Start Date:** 10/1/26 | **Project Period End Date:** 9/30/27 |
| **Budget Period Start Date:** 10/1/26 | **Budget Period End Date**: 9/30/27 |

**Project Description:**

Spokane Mobile Alternative Response Teams ("SMART") Program
Spokane Mobile Alternative Response Teams (“SMART”), championed by the Spokane Police Department and Spokane Fire Department, partner with mental health clinicians in Spokane, WA to stabilize and provide intervention to people suffering from a behavioral health crisis. Trained co-deployed teams will divert individuals from arrest or hospital emergency rooms while connecting them with a broad range of services provided by community-based partners SMART teams take more time with calls than traditional police/EMS calls for service (an average of 40 minutes). During these responses, these teams develop familiarity with high-utilizers (medical system and criminal justice system) and develop strategies for serving the individual beyond the current crisis with the goal of reducing overall calls for service. The City of Spokane is requesting $1,250,000 in federal funding to bridge to long-term sustainable funding through a local public safety levy to expand our SMART program. We anticipate contracting with a local healthcare organization and hiring nine staff members to serve the project. Five as SMART Clinicians and Four as 911 Clinicians. After hiring and onboarding these staff, we will record impact through time and calls received, estimated reduction in EMS responses, and long-term sustained service use after engaging with SMART staff.

## Award Letter

September 30, 2026

Dear Lisa Brown,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2026 BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is $1,250,000.
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 OJP, 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.

Maureen A. Henneberg
Deputy Assistant Attorney General

## 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.

**Memorandum Regarding NEPA**

## NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

## NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See

https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

## NEPA Coordinator

| First Name | Middle Name | Last Name |
|---|---|---|
| Chris | no value | Casto |

## 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

**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**
9/30/26

**Award Type**
Initial

**Award Number**
15PBJA-26-GG-01135-BRND

**Supplement Number**
00

**Federal Award Amount**
$1,250,000.00

**Funding Instrument Type**
Grant

| Assistance Listing Number | Assistance Listings Program Title |
|---|---|
| 16.753 | Congressionally Recommended Awards |

**Statutory Authority**

Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 30- 31, para. 1(O))

[ ] *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**
2026 BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

**Awarding Agency**
OJP

**Program Office**
BJA

**Application Number**
GRANT14721116

| Grant Manager Name | Phone Number | E-mail Address |
|---|---|---|
| Latanza Wilson | 202-598-9686 | Latanza.Wilson@usdoj.gov |

**Project Title**
Spokane Mobile Alternative Response Teams

| Performance Period Start Date | Performance Period End Date |
|---|---|
| 10/01/2026 | 09/30/2027 |

| Budget Period Start Date | Budget Period End Date |
|---|---|
| 10/01/2026 | 09/30/2027 |

**Project Description**

Spokane Mobile Alternative Response Teams ("SMART") Program
Spokane Mobile Alternative Response Teams (“SMART”), championed by the Spokane Police Department and Spokane Fire Department, partner with mental health clinicians in Spokane, WA to stabilize and provide intervention to people suffering from a behavioral health crisis. Trained co-deployed teams will divert individuals from arrest or hospital emergency rooms while connecting them with a broad range of services provided by community-based partners SMART teams take more time with calls than traditional police/EMS calls for service (an average of 40 minutes). During these responses, these teams develop familiarity with high-utilizers (medical system and criminal justice system) and develop strategies for serving the individual beyond the current crisis with the goal of reducing overall calls for service. The City of Spokane is requesting $1,250,000 in federal funding to bridge to long-term sustainable funding through a local public safety levy to expand our SMART program. We anticipate contracting with a local healthcare organization and hiring nine staff members to serve the project. Five as SMART Clinicians and Four as 911 Clinicians. After hiring and onboarding these staff, we will record impact through time and calls received, estimated reduction in EMS responses, and long-term sustained service use after engaging with SMART staff.

[ ] *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.**

The recipient budget is currently under review.

[ ] *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**
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

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

**Condition 2**
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

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

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

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

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

**Condition 3**
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**Condition 4**
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for

authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

**Condition 5**
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

**Condition 6**
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 7**
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

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

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

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

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

**Condition 8**
Effect of failure to address audit issues

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

**Condition 9**
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

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

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**Condition 10**
Reporting potential fraud, waste, and abuse, and similar misconduct

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

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

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

**Condition 11**
Requirements related to "de minimis" indirect cost rate

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

**Condition 12**
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**Condition 13**
Requirement for data on performance and effectiveness under the award

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

**Condition 14**
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

**Condition 15**
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**Condition 16**
Determination of suitability to interact with participating minors

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

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

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm

(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**Condition 17**
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**Condition 18**
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

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

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

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

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**Condition 19**
Encouragement of policies to ban text messaging while driving

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

**Condition 20**
Reclassification of various statutory provisions to a new Title 34 of the United States Code

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

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

**Condition 21**
Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

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

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

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

**Condition 22**
OJP Training Guiding Principles

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

**Condition 23**
Requirement to report potentially duplicative funding

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

**Condition 24**
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

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

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

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

**Condition 25**
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**Condition 26**
Potential imposition of additional requirements

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

**Condition 27**
Requirement to report actual or imminent breach of personally identifiable information (PII)

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

**Condition 28**
Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

**Condition 29**
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

**Condition 30**
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

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

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**Condition 31**
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct 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 32**
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

**Condition 33**
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated

executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

**Condition 34**
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

**Condition 35**
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

**Condition 36**
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

**Condition 37**
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**Condition 38**
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**Condition 39**
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

**Condition 40**
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**Condition 41**
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

**Condition 42**
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by

accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

**Condition 43**
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

**Condition 44**
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if the recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

**Condition 45**
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

**Condition 46**
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award

acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

**Condition 47**
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

**Condition 48**
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

**Condition 49**
Limit on use of grant funds for recipients' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

**Condition 50**
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil,

criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**Condition 51**
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

**Condition 52**
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) “DHS” means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

**Condition 53**
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

[ ] *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 |
|---|---|---|
| Deputy Assistant Attorney General | Maureen A. Henneberg | 9/29/26 10:43 PM |

**Authorized Representative**

☐ Declaration and Certification

**Entity Acceptance**

**Title of Authorized Entity Official**
no value

**Signed Date And Time**
no value

# Agenda Sheet for City Council:

**Committee: Date:** N/A

**Committee Agenda type:**

**Council Meeting Date:** 11/11/2026

| | |
|---|---|
| **Date Rec'd** | 8/10/2026 |
| **Clerk's File #** | CPR 2026-0002 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | ACCOUNTING |
| **Contact Name/Phone** | JUAN D 625-6005 |
| **Contact E-Mail** | JDRENGIFO@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-2026 |

## Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/30/2026. Total $14,998,149.80 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $14,654,140.19.

## Summary (Background)

Pages 1-36 Check numbers: 623194-623350 Credit Card numbers: 003733-003766 ACH payment numbers: 158126-158396 On file for review in City Clerks Office: 36 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 | **$** 14,654,140.19 | **#** Various |
| Select | **$** | **#** |
| 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** | LIPPS, JOSH | | |
| **Division Director** | STRATTON, JESSICA | | |
| **Accounting Manager** | | | |
| **Legal** | | | |
| **For the Mayor** | | | |

**Distribution List**

| | |
|---|---|
| ACCOUNTSPAYABLE@SPOKANECITY.ORG | |
| | |
| | |
| | |
| | |

REPORT: PG3620 DATE: 11/02/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 08:09
USER: MANAGER PAGE: 1
RUN NO: 48

| FUND | FUND NAME | AMOUNT |
|---|---|---|
| 0100 | GENERAL FUND | 1,089,217.13 |
| 1100 | STREET FUND | 342,714.16 |
| 1200 | CODE ENFORCEMENT FUND | 35,210.79 |
| 1300 | LIBRARY FUND | 50,930.49 |
| 1360 | GENERAL FUND GRANTS | 0.00 |
| 1380 | SPOKANE SAFE STREETS FOR ALL | 145.00 |
| 1390 | URBAN FORESTRY FUND | 623.98 |
| 1400 | PARKS AND RECREATION FUND | 78,213.87 |
| 1430 | GRANTS OPERATIONS | 6,114.04 |
| 1440 | FIRE GRANTS MISCELLANEOUS | 8.98 |
| 1460 | PARKING METER REVENUE FUND | 9,186.65 |
| 1510 | SPOKANE UNITED 911 NETWORK | 37,777.79 |
| 1560 | FORFEITURES & CONTRIBUTION FND | 57,143.50 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 290,386.86 |
| 1680 | HOUSING AND HOMELESS SERVICES | 9,759.71 |
| 1940 | CHANNEL FIVE EQUIPMENT RESERVE | 5,177.07 |
| 1950 | PARK CUMULATIVE RESERVE FUND | 2,864.00 |
| 1970 | SPOKANE FIRE DEPARTMENT | 1,921,787.56 |
| 3160 | GENERAL CAPITAL IMPROVEMENTS | 2,295.50 |
| 3200 | ARTERIAL STREET FUND | 486,933.48 |
| 4100 | WATER & HYDROELECTRIC SERVICES | 653,103.02 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 312,340.85 |
| 4300 | WASTEWATER MANAGEMENT FUND | 410,279.75 |
| 4480 | SOLID WASTE FUND | 2,449,459.36 |
| 4600 | GOLF FUND | 12,083.35 |
| 4700 | DEVELOPMENT SERVICES | 60,003.41 |
| 5100 | FLEET SERVICES FUND | 647,224.74 |
| 5110 | FLEET SVCS EQUIP REPL FUND | 9,301.34 |
| 5200 | PUBLIC WORKS AND UTILITIES | 40,278.37 |
| 5300 | IT FUND | 140,690.16 |
| 5500 | PURCHASING AND CONTRACTS | 6,362.56 |
| 5600 | ACCOUNTING SERVICES | 26,215.54 |
| 5700 | SPOKANE 311 | 7,151.85 |
| 5750 | OFFICE OF PERFORMANCE MGMT | 4,771.89 |
| 5800 | RISK MANAGEMENT FUND | 117,458.16 |
| 5810 | WORKERS' COMPENSATION FUND | 18,031.49 |
| 5820 | UNEMPLOYMENT COMPENSATION FUND | 58,314.25 |
| 5830 | EMPLOYEES BENEFITS FUND | 879,242.13 |
| 5900 | FACILITIES MANAGEMENT FUND OPS | 76,226.51 |
| 5901 | ASSET MANAGEMENT FUND CAPITAL | 35,609.74 |
| 5903 | PROPERTY ACQUISITION FIRE | 80,357.61 |
| 6060 | EMPLOYEES' RETIREMENT FUND | 2,779.62 |
| 6070 | FIREFIGHTERS' PENSION FUND | 30,218.85 |
| 6080 | POLICE PENSION FUND | 15,541.93 |
| 6230 | BUILDING CODE RECORDS MGMT | 5,936.50 |
| 6250 | MUNICIPAL COURT | 75,436.88 |
| 6730 | PARKING & BUSINESS IMPROV DIST | 39.35 |
| 6960 | SALARY CLEARING FUND NEW | 3,670,002.56 |
| | TOTAL: | 14,270,952.33 |

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SYSTEM: FMSAP
USER: MANAGER
RUN NO: 48

DATE: 11/02/26
TIME:
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

| | | |
|---|---|---|
| CSRM PROS<br>945 ELDERBERRY DR | OTHR BUS REGISTRATIONS/PERMITS<br>CHECK NO. - 00623333 | 141.00 |
| K & L GATES LLP | LEGAL SERVICES<br>ACH PMT NO. - 80158312 | 105.30 |
| SPOKANE COUNTY TREASURER | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158174 | 133,072.65 |
| S&S REMODELS LLC<br>1116 E 30TH AVE APT 27 | OTHR BUS REGISTRATIONS/PERMITS<br>CHECK NO. - 00623291 | 141.00 |
| US BANK<br>TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT<br>CHECK NO. - 00623310 | 9.70- |
| TOTAL FOR 0020 - NONDEPARTMENTAL | | 133,450.25 |

0030 - OFFICE OF POLICE OMBUDS

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158357 | 65.75 |
| NATIONAL ASSN FOR CIVILIAN<br>OVERSIGHT OF LAW ENFORCEMENT | PROFESSIONAL SERVICES<br>ACH PMT NO. - 80158163 | 9,040.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 1,102.32 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 1,585.02 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80158178 | 85.76 |
| TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS | | 11,878.85 |

0100 - GENERAL FUND

| | | |
|---|---|---|
| AVEY CONSTRUCTION GROUP LLC<br>7612 N AUSTIN RD | PERMIT REFUNDS PAYABLE<br>CHECK NO. - 00623332 | 61.50 |
| BERK CONSULTING INC | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO. - 80158134 | 10,601.05 |

| | | |
|---|---|---|
| PUROCLEAN OF REDMOND<br>20109 144TH AVE NE | PERMIT REFUNDS PAYABLE<br>CHECK NO. - 00623301 | 159.90 |
| SIMPLIFILE LC | DUE TO OTHER GOVERNMENTAL UNIT<br>ACH PMT NO. - 80158333 | 1,517.50 |
| US BANK P CARD PAYMENTS | PCARD ADVANCE PYMT REC<br>ACH PMT NO. - 80158213 | 67,709.07 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK TRAVEL CARD | TRAVEL CARD ADVANCE PYMT<br>ACH PMT NO. - 80158212 | 2,136.61 |
| TOTAL FOR 0100 - GENERAL FUND | | 82,185.63 |

0230 - CIVIL SERVICE

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158142 | 226.94 |
| PAXTON POWELL | LOCAL MILEAGE<br>CHECK NO. - 00623308 | 115.52 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 3,811.78 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 5,572.31 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80158342 | 125.77 |
| TOTAL FOR 0230 - CIVIL SERVICE | | 9,852.32 |

0260 - OFFICE OF THE CITY CLERK

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 1,976.50 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 2,842.00 |
| TOTAL FOR 0260 - OFFICE OF THE CITY CLERK | | 4,818.50 |

0320 - COUNCIL

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |

| | | |
|---|---|---|
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00623329 | 475.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 3,800.55 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 5,432.54 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80158342 | 560.58 |
| TOTAL FOR 0320 - COUNCIL | | 10,268.67 |

0330 - COMMUNICATIONS & MARKETING



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| KEY CODE MEDIA INC<br>ABS WASHINGTON | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158368 | 2,072.90 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 3,239.42 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 4,294.49 |
| TOTAL FOR 0330 - COMMUNICATIONS & MARKETING | | 9,606.81 |

0370 - ENGINEERING SERVICES

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158357 | 723.80 |
| THOMAS DEAN & HOSKINS INC | CONTRACTUAL SERVICES<br>CREDIT CARD PMT NO. - 70003739 | 3,823.73 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 15,759.34 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 22,741.84 |
| VESTIS GROUP INC<br>DBA VESTIS SERVICES INC | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80158395 | 39.00 |
| TOTAL FOR 0370 - ENGINEERING SERVICES | | 43,087.71 |

0380 - TRANSPORTATION & SUSTAINABILIT

| | | |
|---|---|---|
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |

| | | |
|---|---|---|
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 507.28 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 729.43 |
| TOTAL FOR 0380 - TRANSPORTATION & SUSTAINABILIT | | 1,236.71 |

0410 - FINANCE AND ADMINISTRATION

| | | |
|---|---|---|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 1,939.44 |
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 1,066.82- |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 4,153.68 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 5,797.96 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| TOTAL FOR 0410 - FINANCE AND ADMINISTRATION | | 10,824.26 |

0450 - HOUSING AND HUMAN SERVICES

| | | |
|---|---|---|
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 795.59 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 1,144.00 |
| TOTAL FOR 0450 - HOUSING AND HUMAN SERVICES | | 1,939.59 |

0470 - ARTS, CULTURE, & HISTORIC PRES

| | | |
|---|---|---|
| SIMPLIFILE LC | LEGAL SERVICES | |
| | ACH PMT NO. - 80158333 | 28.30 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 939.25 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 1,350.54 |
| TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES | | 2,318.09 |

0480 - OFFICE OF CIVIL RIGHTS

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 1,095.68 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 653.49 |
| TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS | | 1,749.17 |

0500 - OFFICE OF THE CITY ATTORNEY

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158142 | 422.54 |
| GORLEY LOGISTICS LLC<br>dba FIKES NORTHWEST | OPERATING SUPPLIES<br>ACH PMT NO. - 80158194 | 26.25 |
| LEGAL DEPT IMPREST FUND | OTHER TRANSPORTATION EXPENSES<br>CHECK NO. - 00623339 | 24.00 |
| THOMSON WEST<br>WEST PUBLISHING PAYMENT CTR | PUBLICATIONS<br>CREDIT CARD PMT NO. - 70003759 | 8,277.72 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 11,341.58 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 15,002.21 |
| VESTIS GROUP INC<br>DBA VESTIS SERVICES INC | OPERATING SUPPLIES<br>ACH PMT NO. - 80158343 | 17.98 |
| TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY | | 35,112.28 |

0520 - OFFICE OF THE MAYOR

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00623329 | 100.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 3,367.08 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 3,512.96 |
| TOTAL FOR 0520 - OFFICE OF THE MAYOR | | 6,980.04 |

0550 - NEIGHBORHOOD SERVICES

| | | |
|---|---|---|
| AUDUBON DOWNRIVER NEIGHBORHOOD COUNCIL | CONTRACTUAL SERVICES<br>CHECK NO. - 00623283 | 829.76 |
| BILL DOLEY<br>1212 EAST 18TH AVENUE | CONTRACTUAL SERVICES<br>CHECK NO. - 00623302 | 142.37 |
| EMERSON GARFIELD NEIGHBORHOOD<br>C/O SCCU | CONTRACTUAL SERVICES<br>CHECK NO. - 00623303 | 664.64 |
| KATHERINE SCHNEIDER<br>103 WEST EUCLID AVE | CONTRACTUAL SERVICES<br>CHECK NO. - 00623304 | 185.36 |
| LAURA L JOHNSON | CONTRACTUAL SERVICES<br>CHECK NO. - 00623331 | 1,688.11 |
| RANDY MCGLENN II<br>1907 W SUMMITT PARKWAY #206 | CONTRACTUAL SERVICES<br>CHECK NO. - 00623305 | 185.36 |
| SOUTHGATE NEIGHBORHOOD COUNCIL | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158381 | 102.27 |
| SUSAN R. ARNESEN<br>3308 W ROSAMOND AVE | CONTRACTUAL SERVICES<br>CHECK NO. - 00623306 | 253.87 |
| TINA M LUERSSEN | CONTRACTUAL SERVICES<br>CHECK NO. - 00623341 | 786.29 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 1,267.70 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 1,825.38 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80158178 | 85.70 |

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES 8,016.81

0560 - MUNICIPAL COURT

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158357 | 712.46 |
| DEVRIES INFORMATION MANAGEMENT | MISC SERVICES/CHARGES<br>ACH PMT NO. - 80158249 | 127.80 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00623329 | 200.00 |
| JENNY TUPPER | INTERPRETER COSTS | |

| | | |
|---|---|---|
| DBA INTERPRETER SERVICES LLC | ACH PMT NO. - 80158154 | 3,000.00 |
| JRM ENTERPRISES INC<br>DBA PROFESSIONAL LANGUAGE | INTERPRETER COSTS<br>ACH PMT NO. - 80158311 | 3,475.00 |
| NONICA ANDREW DBA MARSHALLESE<br>INTERPRETING SERVICES | INTERPRETER COSTS<br>ACH PMT NO. - 80158162 | 6,322.00 |
| TAISIA MOGA | INTERPRETER COSTS<br>CHECK NO. - 00623342 | 140.00 |
| THOMSON WEST<br>WEST PUBLISHING PAYMENT CTR | PUBLICATIONS<br>CREDIT CARD PMT NO. - 70003766 | 1,549.23 |
| US BANK<br>TREASURY MANAGEMENT SERVICES | BANK FEES<br>CHECK NO. - 00623310 | 755.15 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 10,907.73 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 15,861.66 |
| VALLEY EMPIRE COLLECTION | CASH OVER/SHORT<br>CHECK NO. - 00623311 | 59.40 |
| TOTAL FOR 0560 - MUNICIPAL COURT | | 43,110.43 |

0570 - OFFICE OF HEARING EXAMINER

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 529.14 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 760.85 |
| TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER | | 1,289.99 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0580 - FAMILY AND YOUTH SERVICES

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 312.25 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 448.98 |
| TOTAL FOR 0580 - FAMILY AND YOUTH SERVICES | | 761.23 |

0620 - HUMAN RESOURCES

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 3,269.39 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 4,775.96 |
| TOTAL FOR 0620 - HUMAN RESOURCES | | 8,045.35 |

0650 - PLANNING SERVICES

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 3,965.10 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 5,750.71 |
| TOTAL FOR 0650 - PLANNING SERVICES | | 9,715.81 |

0680 - POLICE

| | | |
|---|---|---|
| ANNELISE PIETENPOL | PER DIEM<br>ACH PMT NO. - 80158225 | 360.00 |
| AT&T MOBILITY | CELL PHONE<br>CHECK NO. - 00623208 | 8,062.58 |
| AT&T MOBILITY | MISC SERVICES/CHARGES<br>CHECK NO. - 00623208 | 220.00 |
| BEACON SERVICE INC | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80158132 | 708.27 |
| CENTURYLINK | TELEPHONE<br>CHECK NO. - 00623325 | 226.90 |
| CESTNIK, BRIAN D | OTH DUES/SUBSCRIPTNS/MEMBERSHP<br>CHECK NO. - 00623326 | 222.16 |
| COMCAST | IT/DATA SERVICES<br>CHECK NO. - 00623211 | 2,017.97 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| DAVID W SINGLEY | PER DIEM<br>ACH PMT NO. - 80158227 | 360.00 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE<br>ACH PMT NO. - 80158148 | 15.32 |
| GALLS LLC | CLOTHING | |

| | | |
|---|---|---|
| | CREDIT CARD PMT NO. - 70003743 | 12,687.26 |
| GORLEY LOGISTICS LLC<br>dba FIKES NORTHWEST | ALARM/SECURITY SERVICES<br>ACH PMT NO. - 80158363 | 70.00 |
| GORLEY LOGISTICS LLC<br>dba FIKES NORTHWEST | OPERATING SUPPLIES<br>ACH PMT NO. - 80158194 | 52.50 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00623329 | 103,741.78 |
| KEVIN HALL | PER DIEM<br>ACH PMT NO. - 80158222 | 360.00 |
| LOOMIS ARMORED US INC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158370 | 1,088.84 |
| PS2 GROUP LLC | OPERATING SUPPLIES<br>ACH PMT NO. - 80158377 | 312.58 |
| RENCORP REALTY LLC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158168 | 30,994.00 |
| SPOKANE COUNTY TREASURER | SPOKANE COUNTY<br>ACH PMT NO. - 80158210 | 1,016.90 |
| SPOKANE ENVELOPE LLC<br>DBA ALLIED ENVELOPE | OFFICE SUPPLIES<br>ACH PMT NO. - 80158346 | 682.64 |
| STACY L CARR | PER DIEM<br>CHECK NO. - 00623209 | 414.00 |
| TEEL INC<br>dba TEEL TCHNOLOGIES | SOFTWARE (NONCAPITALIZED)<br>ACH PMT NO. - 80158389 | 8,000.00 |
| TIM SCHWERING | PER DIEM<br>ACH PMT NO. - 80158226 | 230.00 |
| US BANK<br>TREASURY MANAGEMENT SERVICES | BANK FEES<br>CHECK NO. - 00623310 | 384.71 |
| US BANK<br>TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT<br>CHECK NO. - 00623310 | 3.96- |
| US BANK<br>POLICE ADVANCE TRAVEL | PER DIEM<br>ACH PMT NO. - 80158214 | 5,426.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 51,543.47 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 23,604.41 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| VESTIS GROUP INC | LAUNDRY/JANITORIAL SERVICES | |

| | | |
|---|---|---|
| DBA VESTIS SERVICES INC | ACH PMT NO. - 80158395 | 1,210.80 |
| WA ASSN OF SHERIFFS & POLICE CHIEFS | OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00623345 | 75.00 |
| WA STATE DEPT OF REVENUE | SOFTWARE (NONCAPITALIZED) - | 728.00 |
| WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS | PENSION LEOFF II CHECK NO. - 00623349 | 353,930.55 |
| TOTAL FOR 0680 - POLICE | | 608,742.68 |

0690 - COMMUNITY JUSTICE SERVICES

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80158357 | 224.14 |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | SOCIAL SECURITY CHECK NO. - 00623344 | 6,915.58 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80158392 | 9,996.65 |
| TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES | | 17,136.37 |

0700 - PUBLIC DEFENDER

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80158357 | 204.67 |
| SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE | OPERATING SUPPLIES CHECK NO. - 00623217 | 108.01 |
| THE LAW OFFICE OF KIEL A FREY | LEGAL SERVICES ACH PMT NO. - 80158315 | 7,050.00 |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | SOCIAL SECURITY CHECK NO. - 00623344 | 7,151.99 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80158392 | 9,505.32 |
| TOTAL FOR 0700 - PUBLIC DEFENDER | | 24,019.99 |

0750 - COMMUNITY/ECONOMIC DEV SVC

| | | |
|---|---|---|
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | SOCIAL SECURITY CHECK NO. - 00623344 | 1,255.12 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80158392 | 1,814.47 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC | | 3,069.59 |

1100 - STREET FUND

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF<br>CBS REPORTING INC | BACKGROUND CHECKS<br>ACH PMT NO. - 80158230 | 54.55 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80158183 | 275,757.41 |
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80158183 | 176.35 |
| CENTURYLINK | TELEPHONE<br>CHECK NO. - 00623210 | 165.74 |
| COFFMAN ENGINEERS INC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158241 | 4,646.50 |
| ERGON ASPHALT & EMULSIONS INC | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80158191 | 1,710.69 |
| FASTENAL CO | OPERATING SUPPLIES<br>ACH PMT NO. - 80158361 | 3,483.00 |
| SPECIALTY MOBILE MIX INC | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80158384 | 981.90 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 23,006.77 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 32,661.06 |
| VESTIS GROUP INC<br>DBA VESTIS SERVICES INC | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80158395 | 70.19 |
| TOTAL FOR 1100 - STREET FUND | | 342,714.16 |

1200 - CODE ENFORCEMENT FUND

| | | |
|---|---|---|
| NORTH COUNTRY SERVICES LLC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158374 | 12,526.91 |
| SHERWIN WILLIAMS CO | OPERATING SUPPLIES<br>ACH PMT NO. - 80158331 | 774.02 |
| SIMPLIFILE LC | LEGAL SERVICES<br>ACH PMT NO. - 80158333 | 5,291.32 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |

| | | |
|---|---|---|
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 6,553.46 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 9,765.13 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80158178 | 299.95 |
| TOTAL FOR 1200 - CODE ENFORCEMENT FUND | | 35,210.79 |

1300 - LIBRARY FUND

| | | |
|---|---|---|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 235.76 |
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 8.65- |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 21,473.54 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 29,229.84 |
| TOTAL FOR 1300 - LIBRARY FUND | | 50,930.49 |

1360 - GENERAL FUND GRANTS

| | | |
|---|---|---|
| BERK CONSULTING INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80158134 | 10,601.05 |
| BERK CONSULTING INC | GRANT CASH PASS THRU ACCOUNT | |
| | ACH PMT NO. - 80158134 | 10,601.05- |
| TOTAL FOR 1360 - GENERAL FUND GRANTS | | 0.00 |

1380 - SPOKANE SAFE STREETS FOR ALL

| | | |
|---|---|---|
| GENUINE PARTS COMPANY | PHOTO RED FINES | |
| 501 N FREYA ST | CHECK NO. - 00623223 | 145.00 |
| TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL | | 145.00 |

1390 - URBAN FORESTRY FUND

| | | |
|---|---|---|
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |

| | | |
|---|---|---|
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 255.08 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 368.90 |
| | TOTAL FOR 1390 - URBAN FORESTRY FUND | 623.98 |

1400 - PARKS AND RECREATION FUND



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80158230 | 3,866.51 |
| COMCAST | IT/DATA SERVICES | |
| | CHECK NO. - 00623211 | 422.06 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 381.13 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 35,199.09 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 38,345.08 |
| | TOTAL FOR 1400 - PARKS AND RECREATION FUND | 78,213.87 |

1430 - GRANTS OPERATIONS

| | | |
|---|---|---|
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 2,503.79 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 3,610.25 |
| | TOTAL FOR 1430 - GRANTS OPERATIONS | 6,114.04 |

1440 - FIRE GRANTS MISCELLANEOUS

| | | |
|---|---|---|
| WASHINGTON LEOFF | PENSION LEOFF II | |
| DEPT OF RETIREMENT SYSTEMS | CHECK NO. - 00623349 | 8.98 |
| | TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS | 8.98 |

1460 - PARKING METER REVENUE FUND

| | | |
|---|---|---|
| GALLS LLC | CLOTHING | |

| | | |
|---|---|---|
| | CREDIT CARD PMT NO. - 70003743 | 161.22 |
| LAMAR WARNKE | PARKING | |
| 729 W JACKSON AVE | CHECK NO. - 00623335 | 1.75 |
| NATIONAL COLOR GRAPHICS INC | PRINTING/BINDING/REPRO | |
| | CREDIT CARD PMT NO. - 70003755 | 736.43 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 509.20 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 3,136.99 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 4,521.03 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| VERIZON WIRELESS | IT/DATA SERVICES | |
| | ACH PMT NO. - 80158342 | 120.03 |
| | TOTAL FOR 1460 - PARKING METER REVENUE FUND | 9,186.65 |

1510 - SPOKANE UNITED 911 NETWORK

| | | |
|---|---|---|
| SHI CORP | CELL PHONE | |
| | ACH PMT NO. - 80158208 | 63.65 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 15,447.86 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 22,266.28 |
| | TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK | 37,777.79 |

1560 - FORFEITURES & CONTRIBUTION FND

| | | |
|---|---|---|
| MONGAN, KELLY | PER DIEM | |
| CITY EMPLOYEE # 23344 | ACH PMT NO. - 80158224 | 363.00 |
| TRM SERVICES INC | MACHINERY/EQUIPMENT | |
| | ACH PMT NO. - 80158176 | 56,734.50 |
| WA STATE DEPT OF LICENSING | MISC SERVICES/CHARGES | |
| SPOKANE COUNTY COURTHOUSE | CHECK NO. - 00623346 | 46.00 |
| | TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND | 57,143.50 |

1620 - PUBLIC SAFETY & JUDICIAL GRANT

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00623329 | 476.92 |
| JONATHAN KIP SPILKER<br>DBA SPILKER CONTRACTING LLC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158173 | 238,909.50 |
| SPOKANE COUNTY TREASURER | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158174 | 48,332.89 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 205.49 |
| WASHINGTON LEOFF<br>DEPT OF RETIREMENT SYSTEMS | PENSION LEOFF II<br>CHECK NO. - 00623349 | 2,462.06 |
| | TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT | 290,386.86 |

1680 - HOUSING AND HOMELESS SERVICES



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 4,179.12 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 5,580.59 |
| | TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES | 9,759.71 |

1940 - CHANNEL FIVE EQUIPMENT RESERVE

| | | |
|---|---|---|
| KEY CODE MEDIA INC<br>ABS WASHINGTON | MINOR EQUIPMENT<br>ACH PMT NO. - 80158201 | 5,177.07 |
| | TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE | 5,177.07 |

1950 - PARK CUMULATIVE RESERVE FUND

| | | |
|---|---|---|
| COFFMAN ENGINEERS INC | OTHER CAPITALIZED COSTS<br>ACH PMT NO. - 80158138 | 2,864.00 |
| | TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND | 2,864.00 |

1970 - SPOKANE FIRE DEPARTMENT

| | | |
|---|---|---|
| ACCESS CHURCH | PERMIT REFUNDS PAYABLE | |

| | | |
|---|---|---|
| 312 E. LYONS AVE | CHECK NO. - 00623290 | 38.00 |
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80158230 | 126.01 |
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80158347 | 32.18 |
| AT&T MOBILITY | CELL PHONE | |
| | CHECK NO. - 00623208 | 4,220.34 |
| AT&T MOBILITY | IT/DATA SERVICES | |
| | CHECK NO. - 00623208 | 7,210.92 |
| CAMTEK INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80158136 | 820.43 |
| CAR WASH PARTNERS LLC | VEHICLE REPAIRS/MAINT | |
| DBA MR CAR WASH | ACH PMT NO. - 80158372 | 224.00 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR | |
| | ACH PMT NO. - 80158355 | 7,558.62 |
| COMCAST | IT/DATA SERVICES | |
| | CHECK NO. - 00623211 | 312.91 |
| CONNELL OIL INC | VEHICLE REPAIR & MAINT SUPPLY | |
| DBA CO-ENERGY | ACH PMT NO. - 80158242 | 2,238.75 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80158361 | 2,612.50 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80158361 | 169.59 |
| FASTENAL CO | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80158361 | 241.47 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE | |
| | ACH PMT NO. - 80158362 | 6.68 |
| GALLS LLC | CLOTHING | |
| | CREDIT CARD PMT NO. - 70003762 | 879.27 |
| GALLS LLC | CLOTHING ALTERATIONS & REPAIRS | |
| | CREDIT CARD PMT NO. - 70003762 | 11.89 |
| GORDON TRUCK CENTERS INC DBA | VEHICLE REPAIR & MAINT SUPPLY | |
| PACIFIC TRUCK CENTERS | ACH PMT NO. - 80158364 | 713.90 |
| GORLEY LOGISTICS LLC | OPERATING SUPPLIES | |
| dba FIKES NORTHWEST | ACH PMT NO. - 80158252 | 61.25 |
| HUGHES FIRE EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY | |

| | | |
|---|---|---|
| | CREDIT CARD PMT NO. - 70003763 | 103.19 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00623329 | 7,955.99 |
| ING LIFE INSURANCE & ANNUITY | DEFERRED COMPENSATION-MATCHING | |
| OR CITY OF SPOKANE TREAURER | CHECK NO. - 00623330 | 63,422.91 |
| KENWORTH SALES COMPANY | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80158367 | 40.17 |
| LANZCE G. DOUGLASS PROPERTY MG | PERMIT REFUNDS PAYABLE | |
| 1402 E MAGNESIUM RD | CHECK NO. - 00623337 | 133.00 |
| MES I ACQUISITION INC | REPAIR & MAINTENANCE SUPPLIES | |
| DBA MES SERVICE COMPANY LLC | ACH PMT NO. - 80158371 | 763.19 |
| MES I ACQUISITION INC | SAFETY SUPPLIES | |
| MES SERVICE COMPANY LLC | ACH PMT NO. - 80158253 | 681.88 |
| NAPA AUTO PARTS | MINOR EQUIPMENT | |
| GENUINE PARTS CO | ACH PMT NO. - 80158373 | 41.57 |
| NAPA AUTO PARTS | VEHICLE REPAIR & MAINT SUPPLY | |
| GENUINE PARTS CO | ACH PMT NO. - 80158373 | 394.16 |
| NATHAN MULKEY | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80158396 | 115.00 |
| NORCO INC | SAFETY SUPPLIES | |
| | CREDIT CARD PMT NO. - 70003764 | 28.86 |
| OCCUPATIONAL HEALTH SOLUTIONS | MEDICAL SERVICES | |
| INC | ACH PMT NO. - 80158322 | 11,825.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ROYCE SHIELDS LLC | PERSONAL PROTECTIVE EQUIPMENT | |
| | CHECK NO. - 00623199 | 64.50 |
| SPOKANE EMERGENCY PHYSICIANS | CONTRACTUAL SERVICES | |
| INC | ACH PMT NO. - 80158281 | 475.00 |
| SPOKANE REGIONAL COMMUNICATION | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80158282 | 1,447,838.50 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 189.28 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 36,614.21 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 8,935.16 |
| W W GRAINGER INC | REPAIR & MAINTENANCE SUPPLIES | |

| | | |
|---|---|---|
| DBA GRAINGER | ACH PMT NO. - 80158365 | 58.02 |
| WA STATE DEPT OF REVENUE | PERSONAL PROTECTIVE EQUIPMENT - | 5.87 |
| WASHINGTON LEOFF<br>DEPT OF RETIREMENT SYSTEMS | PENSION LEOFF II<br>CHECK NO. - 00623349 | 314,623.39 |
| TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT | | 1,921,787.56 |

3160 - GENERAL CAPITAL IMPROVEMENTS

| | | |
|---|---|---|
| BUDINGER & ASSOCIATES INC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158135 | 2,295.50 |
| TOTAL FOR 3160 - GENERAL CAPITAL IMPROVEMENTS | | 2,295.50 |

3200 - ARTERIAL STREET FUND

| | | |
|---|---|---|
| BUDINGER & ASSOCIATES INC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158237 | 2,686.83 |
| INLAND INFRASTRUCTURE LLC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158259 | 250,517.03 |
| SHAMROCK PAVING CO/DIV OF<br>MURPHY BROS INC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158171 | 233,729.62 |
| TOTAL FOR 3200 - ARTERIAL STREET FUND | | 486,933.48 |

4100 - WATER & HYDROELECTRIC SERVICES

| | | |
|---|---|---|
| ACTION MATERIALS | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80158181 | 470.09 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| AUBREY SILVEY ENTERPRISES INC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158293 | 80,032.79 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80158233 | 11,648.12 |
| BECKWITH & KUFFEL INC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158294 | 138.96 |
| BRANOM OPERATING COMPANY LLC<br>BRANOM INSTRUMENT COMPANY | REPAIR & MAINTENANCE SUPPLIES<br>CREDIT CARD PMT NO. - 70003740 | 1,828.46 |
| BUDINGER & ASSOCIATES INC | CONSTRUCTION OF FIXED ASSETS | |

| | | |
|---|---|---|
| | ACH PMT NO. - 80158237 | 576.50 |
| CAMBISS VENTURES LLC | REFUNDS | |
| 820 W 7TH AVE | CHECK NO. - 00623221 | 221.61 |
| CDA REDI MIX & PRECAST INC | INVENTORY PURCHASES FOR WATER | |
| | ACH PMT NO. - 80158239 | 6,546.00 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES | |
| | CREDIT CARD PMT NO. - 70003741 | 229.07 |
| CONSOLIDATED SUPPLY CO | INVENTORY PURCHASES FOR WATER | |
| | CREDIT CARD PMT NO. - 70003742 | 26,729.50 |
| CONSOLIDATED SUPPLY CO | MACHINERY/EQUIPMENT | |
| | CREDIT CARD PMT NO. - 70003742 | 19,561.63 |
| CONSOLIDATED SUPPLY CO | REPAIR & MAINTENANCE SUPPLIES | |
| | CREDIT CARD PMT NO. - 70003753 | 259.27 |
| CORE & MAIN LP | INVENTORY PURCHASES FOR WATER | |
| | ACH PMT NO. - 80158245 | 50,936.07 |
| CORE & MAIN LP | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80158187 | 5,437.54 |
| COREY WALLEIGH | PERMITS/OTHER FEES | |
| | ACH PMT NO. - 80158228 | 249.00 |
| DRY BOX INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80158190 | 654.60 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE | |
| | ACH PMT NO. - 80158148 | 6.83 |
| GILMER CAWICH | REFUNDS | |
| 4409 E GLENNAIRE DR | CHECK NO. - 00623286 | 1,600.00 |
| H D FOWLER COMPANY | INVENTORY PURCHASES FOR WATER | |
| | ACH PMT NO. - 80158305 | 23,060.31 |
| H2E INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80158255 | 89,707.07 |
| INLAND POWER & LIGHT CO | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80158309 | 922.56 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ITRON INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80158310 | 123.01 |
| ITRON INC | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80158310 | 2,653.95 |
| JEWEL AND RYAN SHEA | REFUNDS | |

| | | |
|---|---|---|
| 3607 S FANCHER RD | CHECK NO. - 00623288 | 9.86 |
| K & L GATES LLP | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80158157 | 1,944.00 |
| KLEINSCHMIDT ASSOCIATES | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80158260 | 67,415.05 |
| MCGRATH RENTCORP | CONSTRUCTION OF FIXED ASSETS | |
| DBA MOBILE MODULAR MANAGEMENT | ACH PMT NO. - 80158203 | 2,144.26 |
| MESA ASSOCIATES INC | MACHINERY/EQUIPMENT | |
| | ACH PMT NO. - 80158202 | 239.00 |
| NEPTUNE TECHNOLOGY GROUP INC | MACHINERY/EQUIPMENT | |
| | ACH PMT NO. - 80158320 | 16,430.46 |
| NORFOLK IRON & METAL CO | CONSTRUCTION OF FIXED ASSETS | |
| DBA CDA METALS | CHECK NO. - 00623284 | 749.99 |
| OXARC LLC | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80158324 | 3,417.71 |
| OXARC LLC | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80158204 | 2,171.09 |
| RESIDENCES AT INDIAN TRAIL | REFUNDS | |
| ATTN: OFFICE 8808 | CHECK NO. - 00623289 | 171.55 |
| REZATEC GLOBAL INC | CONTRACTUAL SERVICES | |
| C/O CEI | ACH PMT NO. - 80158169 | 26,236.00 |
| ROGUE HEART MEDIA SPC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80158207 | 8,910.50 |
| SCHNABEL INC | CONSTRUCTION OF FIXED ASSETS | |
| DBA SCHNABEL ENGINEERING LLC | ACH PMT NO. - 80158272 | 72,390.61 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80158208 | 6,397.73 |
| TERESA HENDERSON | REFUNDS | |
| 345 N WORTHEN ST UNIT B208 | CHECK NO. - 00623292 | 79.96 |
| THOMAS DEAN & HOSKINS INC | CONTRACTUAL SERVICES | |
| | CREDIT CARD PMT NO. - 70003739 | 868.34 |
| TITAN TRUCK EQUIPMENT | REPAIR & MAINTENANCE SUPPLIES | |
| | CREDIT CARD PMT NO. - 70003760 | 2,307.79 |
| UNITED RENTALS NW INC | CONSTRUCTION OF FIXED ASSETS | |
| | CHECK NO. - 00623200 | 657.87 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| UNITED RENTALS NW INC | OPERATING RENTALS/LEASES | |

| | | |
|---|---|---|
| | CHECK NO. - 00623200 | 103.65 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 41,891.00 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 60,212.55 |
| VAN NESS FELDMAN LLP | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80158289 | 9,594.00 |
| VAN NESS FELDMAN LLP | LEGAL SERVICES | |
| | ACH PMT NO. - 80158289 | 2,725.00 |
| W W GRAINGER INC | REPAIR & MAINTENANCE SUPPLIES | |
| DBA GRAINGER | ACH PMT NO. - 80158303 | 2,442.11 |
| TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES | | 653,103.02 |

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|---|---|---|
| APOLLO INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80158348 | 149,919.69 |
| GEOENGINEERS INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80158302 | 1,768.50 |
| INLAND INFRASTRUCTURE LLC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80158259 | 12,581.33 |
| KITTELSON & ASSOCIATES INC | PROFESSIONAL SERVICES | |
| | ACH PMT NO. - 80158160 | 232.58 |
| LSB CONSULTING ENGINEERS PLLC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80158317 | 2,337.50 |
| PARAMETRIX INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80158326 | 7,324.76 |
| ROBERT DUFF | PROFESSIONAL SERVICES | |
| DBA JBD ELEMENTAL LLC | ACH PMT NO. - 80158156 | 1,500.00 |
| THOMAS DEAN & HOSKINS INC | CONSTRUCTION OF FIXED ASSETS | |
| | CREDIT CARD PMT NO. - 70003765 | 121,301.43 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 6,270.05 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 9,105.01 |
| TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | | 312,340.85 |

4310 - SEWER MAINTENANCE DIVISION

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| BUDINGER & ASSOCIATES INC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80158237 | 1,176.40 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO. - 80158139 | 34,393.39 |
| THE PAPE GROUP INC<br>DBA PAPE DW INC | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80158145 | 1,625.65 |
| THOMAS DEAN & HOSKINS INC | CONTRACTUAL SERVICES<br>CREDIT CARD PMT NO. - 70003739 | 17,230.97 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 12,513.05 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 18,070.23 |
| TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION | | 85,009.69 |

4320 - RIVERSIDE PARK RECLAMATION FAC

| | | |
|---|---|---|
| ACI NORTHWEST INC | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158229 | 24,325.47 |
| ALS LABORATORY GROUP | TESTING SERVICES<br>ACH PMT NO. - 80158128 | 290.00 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80158129 | 348.72 |
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80158129 | 36.01 |
| CB PACIFIC INC | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80158137 | 2,089.54 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES<br>CREDIT CARD PMT NO. - 70003733 | 7,386.60 |
| COLE-PARMER INSTRUMENT<br>COMPANY LLC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158140 | 287.61 |
| COLUMBIA RIVER CARBONATES | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80158186 | 17,564.43 |
| CRANETECH INC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158143 | 1,437.75 |
| ELJAY OIL CO INC | LUBRICANTS<br>CREDIT CARD PMT NO. - 70003734 | 6,306.53 |
| EUROFINS ENVIRONMENT TESTING | TESTING SERVICES | |

| | | |
|---|---|---|
| NORTHWEST LLC | ACH PMT NO. - 80158146 | 1,825.50 |
| EVOQUA WATER TECHNOLOGIES LLC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80158192 | 408.03 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| FIELD INSTRUMENTS & CONTROLS INC | MINOR EQUIPMENT<br>ACH PMT NO. - 80158149 | 83.82 |
| FISHER SCIENTIFIC | OPERATING SUPPLIES<br>ACH PMT NO. - 80158195 | 948.73 |
| G & W SUPPLY<br>DBA PARAMOUNT SUPPLY CO | OPERATING SUPPLIES<br>CHECK NO. - 00623197 | 1,324.69 |
| GORLEY LOGISTICS LLC<br>dba FIKES NORTHWEST | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80158150 | 61.25 |
| HARRINGTON INDUSTRIAL PLASTICS LLC | OPERATING SUPPLIES<br>CREDIT CARD PMT NO. - 70003736 | 431.66 |
| HASA INC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80158152 | 46,556.86 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00623329 | 144.96 |
| INLAND POWER & LIGHT CO | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80158153 | 246.52 |
| JON GREER INC<br>DBA INTERSTATE BATTERIES OF | OPERATING SUPPLIES<br>ACH PMT NO. - 80158155 | 164.68 |
| KEMIRA WATER SOLUTIONS INC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80158159 | 86,176.52 |
| MECHANICAL SALES INC | REPAIR & MAINTENANCE SUPPLIES<br>CHECK NO. - 00623196 | 1,336.00 |
| OXARC LLC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80158165 | 4,360.61 |
| PACIFIC POWER GROUP LLC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158269 | 2,650.26 |
| POINTE PEST CONTROL | CONTRACTUAL SERVICES<br>CHECK NO. - 00623224 | 1,467.40 |
| SEAL ANALYTICAL INC | OPERATING SUPPLIES<br>ACH PMT NO. - 80158170 | 1,521.10 |
| TWO RIVERS TERMINAL LLC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80158177 | 9,289.12 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |

| | | |
|---|---|---|
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 35,729.77 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 51,783.89 |
| W W GRAINGER INC | OPERATING SUPPLIES | |
| DBA GRAINGER | ACH PMT NO. - 80158151 | 931.78 |
| TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC | | 307,515.81 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4330 - STORMWATER

| | | |
|---|---|---|
| PEROVICH PARTNERS INC | PRINTING/BINDING/REPRO | |
| dba SPEEDPRO IMAGING | ACH PMT NO. - 80158172 | 20.90 |
| SHI CORP | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80158332 | 60.14 |
| SIMPLIFILE LC | PERMITS/OTHER FEES | |
| | ACH PMT NO. - 80158333 | 314.96 |
| THOMAS DEAN & HOSKINS INC | CONTRACTUAL SERVICES | |
| | CREDIT CARD PMT NO. - 70003739 | 1,595.66 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 6,462.47 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 9,300.12 |
| TOTAL FOR 4330 - STORMWATER | | 17,754.25 |

4480 - SOLID WASTE FUND

| | | |
|---|---|---|
| GODOLFIN MASCARDO | REFUNDS | |
| 4108 E 9TH AVE | CHECK NO. - 00623287 | 123.69 |
| TOTAL FOR 4480 - SOLID WASTE FUND | | 123.69 |

4490 - SOLID WASTE DISPOSAL

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80158230 | 267.30 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80158233 | 409.64 |
| BEARING DISTRIBUTORS INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| dba BROWN BEARING | ACH PMT NO. - 80158131 | 910.99 |

| | | |
|---|---|---|
| BELL & ASSOCIATES INC | PROFESSIONAL SERVICES | |
| | ACH PMT NO. - 80158133 | 2,867.50 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES | |
| | CREDIT CARD PMT NO. - 70003746 | 13,498.34 |
| ELJAY OIL CO INC | LUBRICANTS | |
| | CREDIT CARD PMT NO. - 70003734 | 680.87 |
| ELJAY OIL CO INC | MOTOR FUEL-OUTSIDE VENDOR | |
| | CREDIT CARD PMT NO. - 70003734 | 6,690.25 |
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80158147 | 116.17 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80158147 | 1,387.25 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80158147 | 323.25 |
| FASTENAL CO | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80158147 | 5.36 |
| GRAYMAR ENVIRONMENTAL SERVICES INC | HAZARDOUS WASTE DISPOSAL | |
| | ACH PMT NO. - 80158304 | 1,920.59 |
| KANADEVIA INOVA MATRIX SERVICES US LLC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80158158 | 149,672.33 |
| NORCO INC | CHEMICAL/LAB SUPPLIES | |
| | CREDIT CARD PMT NO. - 70003738 | 273.82 |
| PETE LIEN & SONS INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80158167 | 26,548.37 |
| SAFEGUARD BUSINESS SYSTEMS INC | OPERATING SUPPLIES | |
| | CHECK NO. - 00623309 | 346.69 |
| SAFETY KLEEN CORPORATION | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80158330 | 2,170.21 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES | |
| | CHECK NO. - 00623310 | 272.38 |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | SOCIAL SECURITY | |
| | CHECK NO. - 00623344 | 25,101.38 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT | |
| | ACH PMT NO. - 80158392 | 36,473.50 |
| WA STATE DEPT OF HEALTH | PERMITS/OTHER FEES | |

| | | |
|---|---|---|
| | CHECK NO. - 00623312 | 2,568.00 |
| TOTAL FOR 4490 - SOLID WASTE DISPOSAL | | 272,504.19 |

4500 - SOLID WASTE COLLECTION

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF<br>CBS REPORTING INC | BACKGROUND CHECKS<br>ACH PMT NO. - 80158230 | 81.83 |
| ALEX LEWIS | PERMITS/OTHER FEES<br>CHECK NO. - 00623340 | 372.00 |
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80158347 | 2,833.13 |
| AMERICAN TARPING LLC | MINOR EQUIPMENT<br>ACH PMT NO. - 80158182 | 28,377.71 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80158351 | 10,959.08 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80158351 | 814.87 |
| BARR-TECH LLC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158130 | 153,941.11 |
| BELL & ASSOCIATES INC | PROFESSIONAL SERVICES<br>ACH PMT NO. - 80158133 | 2,867.50 |
| BRUCKNER TRUCK SALES INC<br>DBA BRUCKNERS TRUCK & | VEHICLES<br>ACH PMT NO. - 80158352 | 1,513,521.00 |
| CASCADE ENGINEERING INC | MINOR EQUIPMENT<br>ACH PMT NO. - 80158354 | 28,191.44 |
| COMCAST | TELEPHONE<br>CHECK NO. - 00623327 | 216.77 |
| FASTENAL CO | OPERATING SUPPLIES<br>ACH PMT NO. - 80158361 | 944.85 |
| FORMEX HOLDINGS LLC<br>DBA OTTO ENVIRONMENTAL SYSTEMS | OPERATING SUPPLIES<br>ACH PMT NO. - 80158375 | 275.97 |
| GORLEY LOGISTICS LLC<br>dba FIKES NORTHWEST | OPERATING SUPPLIES<br>ACH PMT NO. - 80158363 | 87.50 |
| KYLE BLANCHARD | PERMITS/OTHER FEES<br>CHECK NO. - 00623324 | 301.00 |
| LINN MACHINE & MFG | EQUIPMENT REPAIRS/MAINTENANCE | |

| | | |
|---|---|---|
| | ACH PMT NO. - 80158316 | 56,508.25 |
| SPOKANE COUNTY TREASURER | UTIL GARBAGE/WASTE REMOVAL | |
| | ACH PMT NO. - 80158385 | 190,472.16 |
| SPOKANE ENVELOPE LLC | PRINTING/BINDING/REPRO | |
| DBA ALLIED ENVELOPE | ACH PMT NO. - 80158346 | 85.85 |
| TRUE CORPORATION | MISC REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80158391 | 201.84 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 26,896.10 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 38,925.73 |
| WA STATE DEPT OF REVENUE | MINOR EQUIPMENT | |
| | - | 2,582.37 |
| WM RECYCLE AMERICA LLC | CONTRACTUAL SERVICES | |
| | CHECK NO. - 00623202 | 193,627.73 |
| WM RECYCLE AMERICA LLC | SALE OF RECYCLING MATERIALS | |
| | CHECK NO. - 00623202 | 78,101.95- |
| TOTAL FOR 4500 - SOLID WASTE COLLECTION | | 2,174,983.84 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4530 - SOLID WASTE LANDFILLS

| | | |
|---|---|---|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80158233 | 1,430.60 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES | |
| | CREDIT CARD PMT NO. - 70003746 | 193.65 |
| COMCAST | IT/DATA SERVICES | |
| | CHECK NO. - 00623211 | 223.39 |
| TOTAL FOR 4530 - SOLID WASTE LANDFILLS | | 1,847.64 |

4600 - GOLF FUND

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80158230 | 122.19 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 654.37 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 5,857.64 |

| | | |
|---|---|---|
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 5,449.15 |
| | | 12,083.35 |

TOTAL FOR 4600 - GOLF FUND

4700 - DEVELOPMENT SERVICES

| | | |
|---|---|---|
| DELL MARKETING LP | MINOR EQUIPMENT | |
| %DELL USA LP | ACH PMT NO. - 80158248 | 109.50 |
| DEREK MATTHEWS | PERMIT REFUNDS PAYABLE | |
| 2114 E PACIFIC AVE | CHECK NO. - 00623293 | 650.00 |
| DESPAIN CONSTRUCTION LLC | PERMIT REFUNDS PAYABLE | |
| 8315 N PINE MEADOW RD | CHECK NO. - 00623334 | 130.50 |
| GEORGEN HOMES | PERMIT REFUNDS PAYABLE | |
| PO BOX 18338 | CHECK NO. - 00623294 | 3,250.00 |
| HAYDEN HOMES | PERMIT REFUNDS PAYABLE | |
| ATTN: ACCOUNTS RECEIVABLE | CHECK NO. - 00623295 | 650.00 |
| LENNAR HOMES | PERMIT REFUNDS PAYABLE | |
| 33820 WEYERHAEUSER WAY | CHECK NO. - 00623296 | 1,300.00 |
| LEXINGTON HOMES - DRH LLC | PERMIT REFUNDS PAYABLE | |
| 1050 N ARGONNE RD STE 200 | CHECK NO. - 00623298 | 9,750.00 |
| MVNR HOSPITALITY LLC | DEPOSIT-MISCELLANEOUS DEPOSITS | |
| ATTN: ALIONA RADU | CHECK NO. - 00623195 | 115.20 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| O&M INDUSTRIES INC | PERMIT REFUNDS PAYABLE | |
| 5901 ERICSON WAY | CHECK NO. - 00623299 | 128.65 |
| PACIFIC POWER GROUP | PERMIT REFUNDS PAYABLE | |
| 7215 S 228TH ST | CHECK NO. - 00623300 | 95.53 |
| SECTAD INVESTMENTS LLC | PERMIT REFUNDS PAYABLE | |
| 11617 E REGO CT | CHECK NO. - 00623336 | 18.50 |
| SIMPLIFILE LC | LEGAL SERVICES | |
| | ACH PMT NO. - 80158333 | 360.96 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 187.89 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 17,749.45 |
| US BANK TRUST NA | RETIREMENT | |

| | | |
|---|---|---|
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 25,507.23 |
| | TOTAL FOR 4700 - DEVELOPMENT SERVICES | 60,003.41 |

5100 - FLEET SERVICES FUND

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF<br>CBS REPORTING INC | BACKGROUND CHECKS<br>ACH PMT NO. - 80158230 | 185.46 |
| CDA SERVICE STATION EQUIPMENT<br>COMPANY LLC | EQUIPMENT REPAIRS/MAINTENANCE<br>CHECK NO. - 00623220 | 1,211.01 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES<br>CREDIT CARD PMT NO. - 70003752 | 2,917.50 |
| CLEAN ENERGY INC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158240 | 20,970.14 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO. - 80158185 | 57,146.47 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158298 | 387.44 |
| CUMMINS INC<br>DBA CUMMINS SALES & SERVICE | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158300 | 18,348.56 |
| DAY MANAGEMENT CORP<br>dba DAY WIRELESS SYSTEMS | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158189 | 322.96 |
| EVERGREEN STATE TOWING LLC<br>DBA SPOKANE VALLEY TOWING | TOWING EXPENSE<br>ACH PMT NO. - 80158250 | 1,920.16 |
| GENUINE PARTS COMPANY<br>DBA NAPA AUTO PARTS | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158266 | 75,368.42 |
| GENUINE PARTS COMPANY<br>DBA NAPA AUTO PARTS | VEHICLE REPAIR & MAINT SUPPLY<br>ACH PMT NO. - 80158266 | 318,508.28 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| GORDON TRUCK CENTERS INC DBA<br>PACIFIC TRUCK CENTERS | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158196 | 24,231.99 |
| HD SUPPLY INC<br>DBA HOME DEPOT PRO | OFFICE SUPPLIES<br>CHECK NO. - 00623214 | 299.39 |
| INDUSTRIAL WELDING CO INC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158307 | 23,597.58 |
| NOVUS AUTO GLASS | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158268 | 65.35 |
| PAPE MACHINERY INC | EQUIPMENT REPAIRS/MAINTENANCE | |

| | | |
|---|---|---|
| | ACH PMT NO. - 80158325 | 7,207.48 |
| POMP'S TIRE SERVICE INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80158328 | 11,999.65 |
| POMP'S TIRE SERVICE INC | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80158328 | 32,960.01 |
| RIVER CITY GLASS INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | CREDIT CARD PMT NO. - 70003756 | 190.75 |
| SHAMROCK AUTOMOTIVE | EQUIPMENT REPAIRS/MAINTENANCE | |
| DBA ZIEBART OF SPOKANE | ACH PMT NO. - 80158219 | 350.22 |
| SOLID WASTE SYSTEMS INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| dba SWS EQUIPMENT INC | ACH PMT NO. - 80158278 | 17,675.99 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 9,572.60 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 14,064.76 |
| WATERCO OF THE PACIFIC NORTH | OPERATING SUPPLIES | |
| WEST, INC | CHECK NO. - 00623285 | 154.82 |
| WESTERN STATES EQUIPMENT CO | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80158217 | 6,761.94 |
| WESTSIDE MOTORSPORTS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80158218 | 805.81 |
| TOTAL FOR 5100 - FLEET SERVICES FUND | | 647,224.74 |

5110 - FLEET SVCS EQUIP REPL FUND

| | | |
|---|---|---|
| AVISTA UTILITIES | OTHER IMPROVEMENTS | |
| | ACH PMT NO. - 80158234 | 9,301.34 |
| TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND | | 9,301.34 |

5200 - PUBLIC WORKS AND UTILITIES



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80158142 | 425.35 |
| SPOKANE COUNTY TREASURER | SPOKANE COUNTY | |
| | ACH PMT NO. - 80158210 | 3,089.74 |
| SPOKANE NEIGHBORHOOD ACTION | CONTRACTUAL SERVICES | |

| | | |
|---|---|---|
| PARTNERS | ACH PMT NO. - 80158277 | 1,695.20 |
| US BANK<br>TREASURY MANAGEMENT SERVICES | BANK FEES<br>CHECK NO. - 00623310 | 21,790.84 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 4,988.15 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 7,076.69 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80158342 | 212.40 |
| WOMENS TRANSPORTATION SEMINAR<br>SPOKANE COEUR D'ALENE CHAPTER | OTH DUES/SUBSCRIPTNS/MEMBERSHP<br>CHECK NO. - 00623203 | 1,000.00 |
| TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES | | 40,278.37 |

5300 - IT FUND

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF<br>CBS REPORTING INC | MINOR EQUIPMENT<br>ACH PMT NO. - 80158230 | 54.55 |
| COMCAST | IT/DATA SERVICES<br>CHECK NO. - 00623211 | 798.96 |
| DAY WIRELESS SYSTEMS/DIV OF<br>WA COMMUNICATIONS LLC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158247 | 365.50 |
| SHI CORP | SOFTWARE MAINTENANCE<br>ACH PMT NO. - 80158332 | 312.68 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 16,873.39 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 22,251.82 |
| US POSTMASTER | PREPAID POSTAGE<br>ACH PMT NO. - 80158394 | 100,000.00 |
| WA STATE DEPT OF REVENUE | CONTRACTUAL SERVICES<br>- | 33.26 |
| TOTAL FOR 5300 - IT FUND | | 140,690.16 |

5500 - PURCHASING AND CONTRACTS



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |

| | | |
|---|---|---|
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 2,572.29 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 3,747.39 |
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80158178 | 42.88 |
| TOTAL FOR 5500 - PURCHASING AND CONTRACTS | | 6,362.56 |

5600 - ACCOUNTING SERVICES

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80158230 | 30.54 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00623310 | 1,478.08 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 10,119.62 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 14,587.30 |
| TOTAL FOR 5600 - ACCOUNTING SERVICES | | 26,215.54 |

5700 - SPOKANE 311

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80158230 | 148.38 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 2,869.61 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 4,133.86 |
| TOTAL FOR 5700 - SPOKANE 311 | | 7,151.85 |

5750 - OFFICE OF PERFORMANCE MGMT

| | | |
|---|---|---|
| SHI CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80158332 | 478.74 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 1,757.52 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 2,535.63 |
| TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT | | 4,771.89 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5800 - RISK MANAGEMENT FUND

| | | |
|---|---|---|
| US BANK<br>TREASURY MANAGEMENT SERVICES | BANK FEES<br>CHECK NO. - 00623310 | 217.60 |
| US BANK<br>TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT<br>CHECK NO. - 00623310 | 217.60- |
| US BANK OR CITY TREASURER<br>LIABILITY CLAIMS | INSURANCE CLAIMS<br>ACH PMT NO. - 80158393 | 116,831.22 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 257.16 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 369.78 |
| TOTAL FOR 5800 - RISK MANAGEMENT FUND | | 117,458.16 |

5810 - WORKERS' COMPENSATION FUND

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80158357 | 140.02 |
| OCCUPATIONAL HEALTH SOLUTIONS<br>INC | PROFESSIONAL SERVICES<br>ACH PMT NO. - 80158164 | 4,644.00 |
| PENSER NORTH AMERICA INC | PROFESSIONAL SERVICES<br>CHECK NO. - 00623198 | 12,540.25 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 290.10 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 417.12 |
| TOTAL FOR 5810 - WORKERS' COMPENSATION FUND | | 18,031.49 |

5820 - UNEMPLOYMENT COMPENSATION FUND

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 32.08 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 47.30 |
| WA STATE EMPLOYMENT SECURITY<br>DEPARTMENT | INSURANCE CLAIMS<br>CHECK NO. - 00623201 | 58,234.87 |
| TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND | | 58,314.25 |

5830 - EMPLOYEES BENEFITS FUND



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ALLIANT INSURANCE SERVICES INC<br>AIS TRUST ACCOUNT | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80158127 | 8,500.00 |
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158359 | 15,586.23 |
| KAISER FOUNDATION HEALTH PLAN<br>OF WASHINGTON | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158313 | 79,166.29 |
| KAISER FOUNDATION HEALTH PLAN<br>OF WASHINGTON | INSURANCE CLAIMS<br>ACH PMT NO. - 80158366 | 220,074.65 |
| KAISER FOUNDATION HEALTH PLAN<br>OF WASHINGTON | INSURANCE PREMIUMS<br>ACH PMT NO. - 80158313 | 36,269.75 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158376 | 63,158.76 |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER | INSURANCE CLAIMS<br>ACH PMT NO. - 80158271 | 454,424.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00623344 | 840.09 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80158392 | 1,222.36 |
| TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND | | 879,242.13 |

5900 - FACILITIES MANAGEMENT FUND OPS

| | | |
|---|---|---|
| ATS INLAND NW LLC | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158349 | 1,800.15 |
| AVISTA CORPORATION | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80158350 | 54,273.65 |
| AVISTA CORPORATION | UTILITY NATURAL GAS<br>ACH PMT NO. - 80158350 | 435.73 |
| CAMTEK INC | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80158353 | 234.57 |
| CITY OF SPOKANE<br>P.O. BOX 3843 | DEPOSIT-UNAPPLIED REVENUE<br>CHECK NO. - 00623338 | 10.00 |
| GORLEY LOGISTICS LLC | OPERATING SUPPLIES | |

| | | |
|---|---|---|
| dba FIKES NORTHWEST | ACH PMT NO. - 80158194 | 183.75 |
| MEGAMATION LLC | SUBSCRIPTION BASED IT ARNGMTS | |
| | ACH PMT NO. - 80158318 | 1,664.86 |
| NCH CORPORATION | REPAIR & MAINTENANCE SUPPLIES | |
| DBA CHEMSEARCH FE | ACH PMT NO. - 80158184 | 3,426.44 |
| PELLA INLAND NORTHWEST INC | BUILDING REPAIRS/MAINTENANCE | |
| | CHECK NO. - 00623307 | 4,731.41 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| PEROVICH PARTNERS INC | BUILDING REPAIRS/MAINTENANCE | |
| dba SPEEDPRO IMAGING | ACH PMT NO. - 80158209 | 63.45 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 3,850.73 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 5,551.77 |
| | TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS | 76,226.51 |

5901 - ASSET MANAGEMENT FUND CAPITAL

| | | |
|---|---|---|
| DELL MARKETING LP | COMMUNICATIONS EQUIPMENT | |
| %DELL USA LP | ACH PMT NO. - 80158248 | 18,450.40 |
| HONEYWELL INTL FIRE/VIDEO/ | COMMUNICATIONS EQUIPMENT | |
| ACCESS | CHECK NO. - 00623194 | 17,159.34 |
| | TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL | 35,609.74 |

5903 - PROPERTY ACQUISITION FIRE

| | | |
|---|---|---|
| L N CURTIS & SONS | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80158246 | 80,357.61 |
| | TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE | 80,357.61 |

6100 - RETIREMENT

| | | |
|---|---|---|
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 1,134.99 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 1,644.63 |

| | | |
|---|---|---|
| TOTAL FOR 6100 - RETIREMENT | | 2,779.62 |

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|---|---|---|
| ALLIANT INSURANCE SERVICES INC<br>AIS TRUST ACCOUNT | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158127 | 1,791.66 |
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158359 | 1,018.64 |
| LEON BROWN | SERVICE REIMBURSEMENT<br>ACH PMT NO. - 80158220 | 10,100.00 |
| MICHAEL J RABEL | LOCAL MILEAGE<br>CHECK NO. - 00623216 | 127.63 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| MICHAEL J RABEL | LODGING<br>CHECK NO. - 00623216 | 539.96 |
| MICHAEL J RABEL | PER DIEM<br>CHECK NO. - 00623216 | 128.00 |
| OMNICARE LLC<br>EVERGREEN PHARMACEUTICAL LLC | SERVICE REIMBURSMENT<br>CHECK NO. - 00623215 | 11.53 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158376 | 6,083.28 |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT<br>ACH PMT NO. - 80158271 | 10,418.15 |
| TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND | | 30,218.85 |

6230 - BUILDING CODE RECORDS MGMT

| | | |
|---|---|---|
| WA STATE TREASURER | CONTRACTUAL SERVICES<br>CHECK NO. - 00623348 | 5,936.50 |
| TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT | | 5,936.50 |

6250 - MUNICIPAL COURT

| | | |
|---|---|---|
| WA STATE TREASURER | CONTRACTUAL SERVICES<br>CHECK NO. - 00623348 | 75,436.88 |
| TOTAL FOR 6250 - MUNICIPAL COURT | | 75,436.88 |

6300 - POLICE PENSION

| | | |
|---|---|---|
| ALLIANT INSURANCE SERVICES INC<br>AIS TRUST ACCOUNT | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158127 | 1,791.66 |
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158359 | 793.94 |
| EMPRES HOME CARE OF BELLINGHAM<br>LLC | SERVICE REIMBURSEMENT<br>CHECK NO. - 00623213 | 2,327.00 |
| FLOYD FICK | SERVICE REIMBURSMENT<br>ACH PMT NO. - 80158221 | 942.10 |
| GREGORY C HARSHMAN | SERVICE REIMBURSMENT<br>ACH PMT NO. - 80158223 | 66.00 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80158376 | 4,786.11 |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT<br>ACH PMT NO. - 80158271 | 4,189.88 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| SPOKANE VALLEY MEDICAL INC<br>DBA VALLEY MISSION HOMECARE | SERVICE REIMBURSMENT<br>CHECK NO. - 00623218 | 645.24 |
| TOTAL FOR 6300 - POLICE PENSION | | 15,541.93 |

6730 - PARKING & BUSINESS IMPROV DIST

| | | |
|---|---|---|
| DOWNTOWN SPOKANE PARTNERSHIP<br>818 W RIVERSIDE STE 120 | DEPOSIT-MISCELLANEOUS DEPOSITS<br>CHECK NO. - 00623222 | 39.35 |
| TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST | | 39.35 |

6960 - SALARY CLEARING FUND NEW

| | | |
|---|---|---|
| AFLAC/AMERICAN FAMILY LIFE<br>ASSURANCE CO OF COLUMBUS | AFLAC<br>ACH PMT NO. - 80158345 | 19,383.45 |
| DEPT OF HEALTH & SOCIAL<br>SERVICES | DEPT OF SOCAIL & HEALTH SERV<br>CHECK NO. - 00623328 | 30.00 |
| DIGNITARY PROTECTION TEAM FUND<br>% SPOKANE LAW ENFORCEMENT C U | DIGNITARY PROTECTION TEAM FUND<br>ACH PMT NO. - 80158360 | 240.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | ICMA RETIREMENT TRUST 457D<br>CHECK NO. - 00623329 | 152,145.18 |
| ING LIFE INSURANCE & ANNUITY | ING LIFE INSURANCE&ANNUITY CO | |

| | | |
|---|---|---|
| OR CITY OF SPOKANE TREAURER | CHECK NO. - 00623330 | 115,823.71 |
| PEOPLE QUALIFIED COMMITTEE | PEOPLE QUALIFIED COMMITTEE | |
| AFL-CIO | CHECK NO. - 00623343 | 5.00 |
| REHN & ASSOCIATES | AW REHN-SEC 125 DEPENDENT CARE | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80158378 | 6,638.17 |
| REHN & ASSOCIATES | AW REHN-SEC 125 HEALTH | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80158378 | 21,492.80 |
| SPOKANE POLICE CHAPLAIN | POLICE CHAPLIN ASSOC | |
| ASSOCIATION | ACH PMT NO. - 80158382 | 6,048.50 |
| SPOKANE POLICE K-9 MEMBERSHIP | POLICE K9 MEMBERSHIP FUND | |
| FUND | ACH PMT NO. - 80158383 | 225.00 |
| SPOKANE POLICE SWAT TEAM | SPOKANE POLICE SWAT TEAM | |
| %SPOKANE LAW ENFORCEMENT C U | ACH PMT NO. - 80158386 | 730.00 |
| SPOKANE POLICE TACTICAL TEAM | SPOKANE POLICE TACTICAL TEAM | |
| % SPOKANE LAW ENFORCEMENT C U | ACH PMT NO. - 80158388 | 940.00 |
| US BANK OR CITY TREASURER | FICA WITHHOLDING-CITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 369,839.82 |
| US BANK OR CITY TREASURER | FIT WITHHOLDING-CITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 1,109,134.18 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK OR CITY TREASURER | MEDI WITHHOLDING-CITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00623344 | 157,037.51 |
| US BANK TRUST NA | CITY RETIREMENT SYSTEM | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80158392 | 632,764.32 |
| WA STATE SUPPORT REGISTRY OR | WA STATE CHILD SUPPORT | |
| CITY OF SPOKANE TREASURER | CHECK NO. - 00623347 | 1,618.16 |
| WASHINGTON LEOFF | DEPT OF RET SYS-LEOFF 2 | |
| DEPT OF RETIREMENT SYSTEMS | CHECK NO. - 00623349 | 1,075,906.76 |
| TOTAL FOR 6960 - SALARY CLEARING FUND NEW | | 3,670,002.56 |
| TOTAL CLAIMS | | 14,270,952.33 |

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| | USE TAX AMOUNTS | 3,349.50 | 28.65 | |
| 00623194 | HONEYWELL INTL FIRE/VIDEO/ | 17,159.34 | | |
| 00623195 | MVNR HOSPITALITY LLC | 115.20 | | |
| 00623196 | MECHANICAL SALES INC | 1,336.00 | | |
| 00623197 | G & W SUPPLY | 1,324.69 | | |
| 00623198 | PENSER NORTH AMERICA INC | 12,540.25 | | |
| 00623199 | ROYCE SHIELDS LLC | 64.50 | | |
| 00623200 | UNITED RENTALS NW INC | 761.52 | | |
| 00623201 | WA STATE EMPLOYMENT SECURITY | 58,234.87 | | |
| 00623202 | WM RECYCLE AMERICA LLC | 115,525.78 | | |
| 00623203 | WOMENS TRANSPORTATION SEMINA | 1,000.00 | | |
| 00623204 | HD SUPPLY INC | | 25.91 | |
| 00623205 | POH CHOO KOH | | 500.00 | |
| 00623206 | MARYA NOWAKOWSKI | | 75.00 | |
| 00623207 | OUTDOOR HOME SERVICES HOLDIN | | 1,331.88 | |
| 00623208 | AT&T MOBILITY | 19,713.84 | | |
| 00623209 | STACY L CARR | 414.00 | | |
| 00623210 | CENTURYLINK | 165.74 | | |
| 00623211 | COMCAST | 3,775.29 | | |
| 00623212 | WATERCO OF THE PACIFIC NORTH | 52.99 | | |
| 00623213 | EMPRES HOME CARE OF BELLINGH | 2,327.00 | | |
| 00623214 | HD SUPPLY INC | 299.39 | | |
| 00623215 | OMNICARE LLC | 11.53 | | |
| 00623216 | MICHAEL J RABEL | 795.59 | | |
| 00623217 | SPOKANE COUNTY BAR ASSN | 108.01 | | |
| 00623218 | SPOKANE VALLEY MEDICAL INC | 645.24 | | |
| 00623219 | CAREER PATH SERVICES | 6,161.51 | | |
| 00623220 | CDA SERVICE STATION EQUIPMEN | 1,211.01 | | |
| 00623221 | CAMBISS VENTURES LLC | 221.61 | | |
| 00623222 | DOWNTOWN SPOKANE PARTNERSHIP | 39.35 | | |
| 00623223 | GENUINE PARTS COMPANY | 145.00 | | |
| 00623224 | POINTE PEST CONTROL | 1,467.40 | | |
| 00623225 | ADVANCED FIRE SYSTEMS INC | | | 346.96 |
| 00623226 | CIRCLE M CONSTRUCTION & | | | 745.56 |
| 00623227 | COMCAST | | | 205.08 |
| 00623228 | CSWW INC | | | 626.97 |
| 00623229 | NW SEED & PET INC | | | 141.25 |
| 00623230 | RAINIER SEEDS, LLC | | | 3,078.41 |
| 00623231 | SIX ROBBLEES INC | | | 249.43 |
| 00623232 | FIRST RESPONDER OUTFITTER IN | | | 43.60 |
| 00623233 | SWIRE PACIFIC HOLDINGS, INC | | | 594.77 |
| 00623283 | AUDUBON DOWNRIVER NEIGHBORHO | 829.76 | | |
| 00623284 | NORFOLK IRON & METAL CO | 749.99 | | |
| 00623285 | WATERCO OF THE PACIFIC NORTH | 101.83 | | |
| 00623286 | GILMER CAWICH | 1,600.00 | | |
| 00623287 | GODOLFIN MASCARDO | 123.69 | | |
| 00623288 | JEWEL AND RYAN SHEA | 9.86 | | |
| 00623289 | RESIDENCES AT INDIAN TRAIL | 171.55 | | |
| 00623290 | ACCESS CHURCH | 38.00 | | |
| 00623291 | S&S REMODELS LLC | 141.00 | | |
| 00623292 | TERESA HENDERSON | 79.96 | | |
| 00623293 | DEREK MATTHEWS | 650.00 | | |
| 00623294 | GEORGEN HOMES | 3,250.00 | | |

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 00623295 | HAYDEN HOMES | 650.00 | | |
| 00623296 | LENNAR HOMES | 1,300.00 | | |
| 00623297 | LEXINGTON HOMES - DRH LLC | 3,250.00 | | |
| 00623298 | LEXINGTON HOMES - DRH LLC | 6,500.00 | | |
| 00623299 | O&M INDUSTRIES INC | 128.65 | | |
| 00623300 | PACIFIC POWER GROUP | 95.53 | | |
| 00623301 | PUROCLEAN OF REDMOND | 159.90 | | |
| 00623302 | BILL DOLEY | 142.37 | | |
| 00623303 | EMERSON GARFIELD NEIGHBORHOO | 664.64 | | |
| 00623304 | KATHERINE SCHNEIDER | 185.36 | | |
| 00623305 | RANDY MCGLENN II | 185.36 | | |
| 00623306 | SUSAN R. ARNESEN | 253.87 | | |
| 00623307 | PELLA INLAND NORTHWEST INC | 4,731.41 | | |
| 00623308 | PAXTON POWELL | 115.52 | | |
| 00623309 | SAFEGUARD BUSINESS SYSTEMS I | 346.69 | | |
| 00623310 | US BANK | 27,689.10 | | |
| 00623311 | VALLEY EMPIRE COLLECTION | 59.40 | | |
| 00623312 | WA STATE DEPT OF HEALTH | 2,568.00 | | |
| 00623313 | BLACKSTONE AUDIO INC | | 314.91 | |
| 00623314 | CENTURYLINK | | | 177.10 |
| 00623315 | CIRCLE M CONSTRUCTION & | | | 60.26 |
| 00623316 | DOGSMILE ADVENTURES | | | 600.00 |
| 00623317 | LARS ERPENBACH | | | 130.00 |
| 00623318 | HAMAD, NICHOLAS | | | 301.00 |
| 00623319 | BEST WESTERN DOWNTOWN | | | 486.00 |
| 00623320 | STEVEN NITTOLO | | | 130.00 |
| 00623321 | CSWW INC | | | 71.85 |
| 00623322 | NW PLAYGROUND EQUIPMENT INC | | | 112,423.28 |
| 00623323 | NW SEED & PET INC | | | 83.97 |
| 00623324 | KYLE BLANCHARD | 301.00 | | |
| 00623325 | CENTURYLINK | 226.90 | | |
| 00623326 | CESTNIK, BRIAN D | 222.16 | | |
| 00623327 | COMCAST | 216.77 | | |
| 00623328 | DEPT OF HEALTH & SOCIAL | 30.00 | | |
| 00623329 | ICMA RETIREMENT TRUST 457 | 265,239.83 | | |
| 00623330 | ING LIFE INSURANCE & ANNUITY | 179,246.62 | | |
| 00623331 | LAURA L JOHNSON | 1,688.11 | | |
| 00623332 | AVEY CONSTRUCTION GROUP LLC | 61.50 | | |
| 00623333 | CSRM PROS | 141.00 | | |
| 00623334 | DESPAIN CONSTRUCTION LLC | 130.50 | | |
| 00623335 | LAMAR WARNKE | 1.75 | | |
| 00623336 | SECTAD INVESTMENTS LLC | 18.50 | | |
| 00623337 | LANZCE G. DOUGLASS PROPERTY | 133.00 | | |
| 00623338 | CITY OF SPOKANE | 10.00 | | |
| 00623339 | LEGAL DEPT IMPREST FUND | 24.00 | | |
| 00623340 | ALEX LEWIS | 372.00 | | |
| 00623341 | TINA M LUERSSEN | 786.29 | | |

| | | |
|---|---|---|
| 00623342 | TAISIA MOGA | 140.00 |
| 00623343 | PEOPLE QUALIFIED COMMITTEE | 5.00 |
| 00623344 | US BANK OR CITY TREASURER | 2,157,223.67 |
| 00623345 | WA ASSN OF SHERIFFS & POLICE | 75.00 |
| 00623346 | WA STATE DEPT OF LICENSING | 46.00 |
| 00623347 | WA STATE SUPPORT REGISTRY OR | 1,618.16 |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 00623348 | WA STATE TREASURER | 81,373.38 | | |
| 00623349 | WASHINGTON LEOFF | 1,746,931.74 | | |
| 00623350 | ISAAC FORSMAN | | | 158.00 |
| 70003733 | CINTAS CORPORATION | 7,386.60 | | |
| 70003734 | ELJAY OIL CO INC | 13,677.65 | | |
| 70003735 | GALLS LLC | 9,924.95 | | |
| 70003736 | HARRINGTON INDUSTRIAL PLASTI | 431.66 | | |
| 70003737 | NATIONAL COLOR GRAPHICS INC | 2,547.49 | | |
| 70003738 | NORCO INC | 273.82 | | |
| 70003739 | THOMAS DEAN & HOSKINS INC | 23,518.70 | | |
| 70003740 | BRANOM OPERATING COMPANY LLC | 1,828.46 | | |
| 70003741 | CINTAS CORPORATION | 1,698.73 | | |
| 70003742 | CONSOLIDATED SUPPLY CO | 46,291.13 | | |
| 70003743 | GALLS LLC | 3,026.56 | | |
| 70003744 | ALASKA RUBBER GROUP INC | | | 308.76 |
| 70003745 | NORTHWEST INDUSTRIAL SERVICE | | | 3,362.73 |
| 70003746 | CINTAS CORPORATION | 13,691.99 | | |
| 70003747 | GALLS LLC | 220.43 | | |
| 70003748 | HORIZON DISTRIBUTORS | | | 600.43 |
| 70003749 | MAGLIN CORP | | | 2,383.85 |
| 70003750 | WILDROSE LTD dba | | | 1,164.83 |
| 70003751 | ALASKA RUBBER GROUP INC | | | 120.78 |
| 70003752 | CINTAS CORPORATION | 1,447.84 | | 80.23 |
| 70003753 | CONSOLIDATED SUPPLY CO | 259.27 | | |
| 70003754 | HORIZON DISTRIBUTORS | | | 1,307.67 |
| 70003755 | NATIONAL COLOR GRAPHICS INC | 736.43 | | |
| 70003756 | RIVER CITY GLASS INC | 190.75 | | |
| 70003757 | SPOKANE POWER TOOL & HDWE | | | 573.87 |
| 70003758 | THOMAS DEAN & HOSKINS INC | 44,593.82 | | |
| 70003759 | THOMSON WEST | 8,277.72 | | |
| 70003760 | TITAN TRUCK EQUIPMENT | 2,307.79 | | |
| 70003761 | WILDROSE LTD dba | | | 3,685.02 |
| 70003762 | GALLS LLC | 567.70 | | |
| 70003763 | HUGHES FIRE EQUIPMENT INC | 103.19 | | |
| 70003764 | NORCO INC | 28.86 | | |
| 70003765 | THOMAS DEAN & HOSKINS INC | 76,707.61 | | |
| 70003766 | THOMSON WEST | 1,549.23 | | |
| 80158126 | A2Z INTERPRETING LLC | 688.15 | | |
| 80158127 | ALLIANT INSURANCE SERVICES I | 12,083.32 | | |
| 80158128 | ALS LABORATORY GROUP | 290.00 | | |
| 80158129 | AVISTA UTILITIES | 384.73 | 235.95 | |

| | | | | |
|---|---|---|---|---|
| 80158130 | BARR-TECH LLC | 153,941.11 | | |
| 80158131 | BEARING DISTRIBUTORS INC | 910.99 | | |
| 80158132 | BEACON SERVICE INC | 708.27 | | |
| 80158133 | BELL & ASSOCIATES INC | 5,735.00 | | |
| 80158134 | BERK CONSULTING INC | 10,601.05 | | |
| 80158135 | BUDINGER & ASSOCIATES INC | 4,525.83 | | |
| 80158136 | CAMTEK INC | 820.43 | | |
| 80158137 | CB PACIFIC INC | 2,089.54 | | |
| 80158138 | COFFMAN ENGINEERS INC | 2,864.00 | | |
| 80158139 | COLEMAN OIL COMPANY LLC | 36,072.11 | | |
| 80158140 | COLE-PARMER INSTRUMENT | 287.61 | | |
| 80158141 | COLUMBIA RIVER CARBONATES | 8,777.82 | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80158142 | COPIERS NORTHWEST INC | 1,074.83 | | |
| 80158143 | CRANETECH INC | 1,437.75 | | |
| 80158144 | DAIKIN APPLIED AMERICA INC | | 461.45 | |
| 80158145 | THE PAPE GROUP INC | 1,625.65 | | |
| 80158146 | EUROFINS ENVIRONMENT TESTING | 1,825.50 | | |
| 80158147 | FASTENAL CO | 1,832.03 | | |
| 80158148 | FEDERAL EXPRESS CORP/DBA FED | 22.15 | | |
| 80158149 | FIELD INSTRUMENTS & CONTROLS | 83.82 | | |
| 80158150 | GORLEY LOGISTICS LLC | 61.25 | | |
| 80158151 | W W GRAINGER INC | 931.78 | | |
| 80158152 | HASA INC | 46,556.86 | | |
| 80158153 | INLAND POWER & LIGHT CO | 246.52 | | |
| 80158154 | JENNY TUPPER | 3,000.00 | | |
| 80158155 | JON GREER INC | 164.68 | | |
| 80158156 | ROBERT DUFF | 1,500.00 | | |
| 80158157 | K & L GATES LLP | 1,944.00 | | |
| 80158158 | KANADEVIA INOVA MATRIX | 149,672.33 | | |
| 80158159 | KEMIRA WATER SOLUTIONS INC | 86,176.52 | | |
| 80158160 | KITTELSON & ASSOCIATES INC | 232.58 | | |
| 80158161 | THE LAW OFFICE OF KIEL A FRE | 1,860.00 | | |
| 80158162 | NONICA ANDREW DBA MARSHALLES | 6,322.00 | | |
| 80158163 | NATIONAL ASSN FOR CIVILIAN | 9,040.00 | | |
| 80158164 | OCCUPATIONAL HEALTH SOLUTION | 4,644.00 | | |
| 80158165 | OXARC LLC | 4,360.61 | | |
| 80158166 | PARAMETRIX INC | 1,437.26 | | |
| 80158167 | PETE LIEN & SONS INC | 26,548.37 | | |
| 80158168 | RENCORP REALTY LLC | 30,994.00 | | |
| 80158169 | REZATEC GLOBAL INC | 26,236.00 | | |
| 80158170 | SEAL ANALYTICAL INC | 1,521.10 | | |
| 80158171 | SHAMROCK PAVING CO/DIV OF | 233,729.62 | | |
| 80158172 | PEROVICH PARTNERS INC | 20.90 | | |
| 80158173 | JONATHAN KIP SPILKER | 238,909.50 | | |
| 80158174 | SPOKANE COUNTY TREASURER | 181,405.54 | | |
| 80158175 | SPOKANE HARDWARE SUPPLY INC | | 589.72 | |
| 80158176 | TRM SERVICES INC | 56,734.50 | | |

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|---|---|---|---|---|
| 80158177 | TWO RIVERS TERMINAL LLC | 9,289.12 | | |
| 80158178 | VERIZON WIRELESS | 514.29 | | |
| 80158179 | VESTIS GROUP INC | 19.50 | | |
| 80158180 | EMMA KOSKI | | 10.04 | |
| 80158181 | ACTION MATERIALS | 470.09 | | |
| 80158182 | AMERICAN TARPING LLC | 28,377.71 | | |
| 80158183 | AVISTA UTILITIES | 275,933.76 | | |
| 80158184 | NCH CORPORATION | 3,426.44 | | |
| 80158185 | COLEMAN OIL COMPANY LLC | 57,146.47 | | |
| 80158186 | COLUMBIA RIVER CARBONATES | 8,786.61 | | |
| 80158187 | CORE & MAIN LP | 5,437.54 | | |
| 80158188 | CUMMINS INC | 8,626.37 | | |
| 80158189 | DAY MANAGEMENT CORP | 322.96 | | |
| 80158190 | DRY BOX INC | 654.60 | | |
| 80158191 | ERGON ASPHALT & EMULSIONS IN | 1,710.69 | | |
| 80158192 | EVOQUA WATER TECHNOLOGIES LL | 408.03 | | |
| 80158193 | FASTENAL CO | 2,098.20 | | |
| 80158194 | GORLEY LOGISTICS LLC | 262.50 | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80158195 | FISHER SCIENTIFIC | 948.73 | | |
| 80158196 | GORDON TRUCK CENTERS INC DBA | 24,231.99 | | |
| 80158197 | W W GRAINGER INC | 337.61 | | |
| 80158198 | H D FOWLER COMPANY | 2,216.32 | | |
| 80158199 | HISPANIC BUSINESS ASSOCIATIO | 19,392.10 | | |
| 80158200 | INDUSTRIAL WELDING CO INC | 3,121.64 | | |
| 80158201 | KEY CODE MEDIA INC | 5,177.07 | | |
| 80158202 | MESA ASSOCIATES INC | 239.00 | | |
| 80158203 | MCGRATH RENTCORP | 2,144.26 | | |
| 80158204 | OXARC LLC | 2,171.09 | | |
| 80158205 | PAPE MACHINERY INC | 453.03 | | |
| 80158206 | POMP'S TIRE SERVICE INC | 24,269.80 | | |
| 80158207 | ROGUE HEART MEDIA SPC | 8,910.50 | | |
| 80158208 | SHI CORP | 6,461.38 | | |
| 80158209 | PEROVICH PARTNERS INC | 63.45 | | |
| 80158210 | SPOKANE COUNTY TREASURER | 4,106.64 | | |
| 80158211 | TENANTS UNION OF WASHINGTON | 21,987.35 | | |
| 80158212 | US BANK TRAVEL CARD | 2,136.61 | | |
| 80158213 | US BANK P CARD PAYMENTS | 67,709.07 | | |
| 80158214 | US BANK | 5,426.00 | | |
| 80158215 | VERIZON WIRELESS | 389.18 | | |
| 80158216 | WASHINGTON TRUST FOR HISTORI | 90,111.42 | | |
| 80158217 | WESTERN STATES EQUIPMENT CO | 6,761.94 | | |
| 80158218 | WESTSIDE MOTORSPORTS | 805.81 | | |
| 80158219 | SHAMROCK AUTOMOTIVE | 350.22 | | |
| 80158220 | LEON BROWN | 10,100.00 | | |
| 80158221 | FLOYD FICK | 942.10 | | |
| 80158222 | KEVIN HALL | 360.00 | | |
| 80158223 | GREGORY C HARSHMAN | 66.00 | | |

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|---|---|---|---|---|
| 80158224 | MONGAN, KELLY | 363.00 | | |
| 80158225 | ANNELISE PIETENPOL | 360.00 | | |
| 80158226 | TIM SCHWERING | 230.00 | | |
| 80158227 | DAVID W SINGLEY | 360.00 | | |
| 80158228 | COREY WALLEIGH | 249.00 | | |
| 80158229 | ACI NORTHWEST INC | 24,325.47 | | |
| 80158230 | ACRANET CBS BRANCH/DIV OF | 4,937.32 | | |
| 80158231 | ACTION MATERIALS | | | 898.16 |
| 80158232 | ALSCO DIVISION OF ALSCO INC | | | 78.26 |
| 80158233 | AVISTA UTILITIES | 13,488.36 | | |
| 80158234 | AVISTA UTILITIES | 9,301.34 | | |
| 80158235 | BATTERY SYSTEMS INC | | | 62.09 |
| 80158236 | BERGER PARTNERSHIP PS | | | 640.00 |
| 80158237 | BUDINGER & ASSOCIATES INC | 2,209.40 | | |
| 80158238 | CAMTEK INC | | | 1,538.35 |
| 80158239 | CDA REDI MIX & PRECAST INC | 6,546.00 | | |
| 80158240 | CLEAN ENERGY INC | 20,970.14 | | |
| 80158241 | COFFMAN ENGINEERS INC | 4,646.50 | | |
| 80158242 | CONNELL OIL INC | 2,238.75 | | |
| 80158243 | COPPER STATE BOLT & NUT CO | | | 71.51 |
| 80158244 | CORBIN SENIOR ACTIVITY CENTE | | | 2,612.50 |
| 80158245 | CORE & MAIN LP | 50,936.07 | | |
| 80158246 | L N CURTIS & SONS | 80,357.61 | | |
| 80158247 | DAY WIRELESS SYSTEMS/DIV OF | 365.50 | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80158248 | DELL MARKETING LP | 18,559.90 | | |
| 80158249 | DEVRIES INFORMATION MANAGEME | 127.80 | | |
| 80158250 | EVERGREEN STATE TOWING LLC | 1,920.16 | | |
| 80158251 | FASTENAL CO | 1,134.10 | | |
| 80158252 | GORLEY LOGISTICS LLC | 61.25 | | |
| 80158253 | MES I ACQUISITION INC | 681.88 | | |
| 80158254 | GOLF COURSE SUPERINTENDENT | | | 275.00 |
| 80158255 | H2E INC | 89,707.07 | | |
| 80158256 | DANIEL HALL | | | 400.00 |
| 80158257 | HILLYARD SENIOR ACTIVITY CTR | | | 6,666.66 |
| 80158258 | HISTORICAL RESEARCH ASSOCIAT | | | 29,785.13 |
| 80158259 | INLAND INFRASTRUCTURE LLC | 263,098.36 | | |
| 80158260 | KLEINSCHMIDT ASSOCIATES | 67,415.05 | | |
| 80158261 | THE LANDS COUNCIL | | | 2,534.35 |
| 80158262 | MARTIN LUTHER KING JR FAMILY | | | 3,483.33 |
| 80158263 | MEGAN PERKINS | | | 474.00 |
| 80158264 | MICHAEL TERRELL LANDSCAPE | | | 18,275.10 |
| 80158265 | MID CITY CONCERNS INC | | | 1,543.75 |
| 80158266 | GENUINE PARTS COMPANY | 393,876.70 | | |
| 80158267 | NORTHEAST YOUTH CENTER | | | 11,628.17 |
| 80158268 | NOVUS AUTO GLASS | 65.35 | | |
| 80158269 | PACIFIC POWER GROUP LLC | 2,650.26 | | |
| 80158270 | POWER TRANSPORT INC | | | 600.00 |

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|---|---|---|---|---|---|
| 80158271 | PREMERA BLUE CROSS OR | 469,032.03 | | | |
| 80158272 | SCHNABEL INC | 72,390.61 | | | |
| 80158273 | SHI CORP | | | | 136.18 |
| 80158274 | SIMPLIFILE LC | 1,871.76 | | | |
| 80158275 | SINTO SENIOR CENTER | | | | 6,434.17 |
| 80158276 | AJ SPRAY FOAM SERVICES LLC | | | | 6,757.47 |
| 80158277 | SPOKANE NEIGHBORHOOD ACTION | 1,695.20 | | | |
| 80158278 | SOLID WASTE SYSTEMS INC | 17,675.99 | | | |
| 80158279 | SOUTHSIDE SENIOR & COMMUNITY | | | | 7,736.84 |
| 80158280 | HESTON HARDWARE | | | | 291.17 |
| 80158281 | SPOKANE EMERGENCY PHYSICIANS | 475.00 | | | |
| 80158282 | SPOKANE REGIONAL COMMUNICATI | 1,447,838.50 | | | |
| 80158283 | W B SPRAGUE COMPANY INC | | | | 411.87 |
| 80158284 | TC SHERRY & ASSOCIATES PS db | | | | 2,655.00 |
| 80158285 | SPOKANE SOFTBALL UMPIRE ASSO | | | | 4,429.60 |
| 80158286 | STONEWAY ELECTRIC SUPPLY | | | | 70.25 |
| 80158287 | ULINE INC | | | | 90.32 |
| 80158288 | VAN ENGELEN INC | | | | 375.78 |
| 80158289 | VAN NESS FELDMAN LLP | 12,319.00 | | | |
| 80158290 | VERMEER MOUNTAIN WEST INC | | | | 100.33 |
| 80158291 | WASHINGTON RECREATION AND PA | | | | 265.00 |
| 80158292 | WESTERN EQUIPMENT DISTRIBUTO | | | | 3,205.29 |
| 80158293 | AUBREY SILVEY ENTERPRISES IN | 80,032.79 | | | |
| 80158294 | BECKWITH & KUFFEL INC | 138.96 | | | |
| 80158295 | CARL MAXEY CENTER | 78,946.36 | | | |
| 80158296 | CATHOLIC CHARITIES | 4,050.00 | | | |
| 80158297 | COLEMAN OIL COMPANY LLC | | | | 11,687.52 |
| 80158298 | COPIERS NORTHWEST INC | 598.52 | | | |
| 80158299 | COPPER STATE BOLT & NUT CO | | | | 14.46 |
| 80158300 | CUMMINS INC | 9,722.19 | | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80158301 | FASTENAL CO | | | 1,078.52 |
| 80158302 | GEOENGINEERS INC | 1,768.50 | | |
| 80158303 | W W GRAINGER INC | 2,104.50 | | |
| 80158304 | GRAYMAR ENVIRONMENTAL SERVIC | 1,920.59 | | |
| 80158305 | H D FOWLER COMPANY | 20,843.99 | | |
| 80158306 | HABITAT FOR HUMANITY SPOKANE | 12,444.90 | | |
| 80158307 | INDUSTRIAL WELDING CO INC | 20,475.94 | | |
| 80158308 | INGRAM LIBRARY SERVICES LLC | | 3,387.30 | |
| 80158309 | INLAND POWER & LIGHT CO | 922.56 | | |
| 80158310 | ITRON INC | 2,776.96 | | |
| 80158311 | JRM ENTERPRISES INC | 3,475.00 | | |
| 80158312 | K & L GATES LLP | 105.30 | | |
| 80158313 | KAISER FOUNDATION HEALTH PLA | 115,436.04 | | |
| 80158314 | KRUEGER SHEET METAL COMPANY | | | 1,676.61 |
| 80158315 | THE LAW OFFICE OF KIEL A FRE | 5,190.00 | | |
| 80158316 | LINN MACHINE & MFG | 56,508.25 | | |
| 80158317 | LSB CONSULTING ENGINEERS PLL | 2,337.50 | | |

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|---|---|---|---|---|---|
| 80158318 | MEGAMATION LLC | 1,664.86 | | | |
| 80158319 | MIDWEST TAPE | | 1,244.58 | | |
| 80158320 | NEPTUNE TECHNOLOGY GROUP INC | 16,430.46 | | | |
| 80158321 | NORTH COUNTRY SERVICES LLC | 11,288.55 | | | |
| 80158322 | OCCUPATIONAL HEALTH SOLUTION | 11,825.00 | | | |
| 80158323 | OVERDRIVE INC | | 13,374.44 | | |
| 80158324 | OXARC LLC | 3,417.71 | | | |
| 80158325 | PAPE MACHINERY INC | 6,754.45 | | | |
| 80158326 | PARAMETRIX INC | 5,887.50 | | | |
| 80158327 | REXEL INC | | | 671.62 | |
| 80158328 | POMP'S TIRE SERVICE INC | 20,689.86 | | | |
| 80158329 | JANT GROUP II INC | | | 68.52 | |
| 80158330 | SAFETY KLEEN CORPORATION | 2,170.21 | | | |
| 80158331 | SHERWIN WILLIAMS CO | 774.02 | | 120.56 | |
| 80158332 | SHI CORP | 851.56 | | | |
| 80158333 | SIMPLIFILE LC | 5,641.28 | | | |
| 80158334 | SITEONE LANDSCAPE SUPPLY LLC | | | 717.61 | |
| 80158335 | SPOKANE NEIGHBORHOOD ACTION | 8,337.69 | | | |
| 80158336 | HESTON HARDWARE | | | 213.71 | |
| 80158337 | BAYONET INC | | | 9,761.70 | |
| 80158338 | SUNBELT RENTALS INC | | | 1,090.67 | |
| 80158339 | THE JERICHO ROAD | 27,539.99 | | | |
| 80158340 | THE TORO COMPANY | | | 256.39 | |
| 80158341 | TRANSITIONS | 9,143.27 | | | |
| 80158342 | VERIZON WIRELESS | 629.60 | | | |
| 80158343 | VESTIS GROUP INC | 17.98 | | | |
| 80158344 | WESTERN EQUIPMENT DISTRIBUTO | | | 2,362.45 | |
| 80158345 | AFLAC/AMERICAN FAMILY LIFE | 19,383.45 | | | |
| 80158346 | SPOKANE ENVELOPE LLC | 768.49 | | | |
| 80158347 | ALSCO DIVISION OF ALSCO INC | 2,865.31 | | | |
| 80158348 | APOLLO INC | 149,919.69 | | | |
| 80158349 | ATS INLAND NW LLC | 1,800.15 | | | |
| 80158350 | AVISTA CORPORATION | 54,709.38 | | | |
| 80158351 | AVISTA UTILITIES | 11,773.95 | | | |
| 80158352 | BRUCKNER TRUCK SALES INC | 1,513,521.00 | | | |
| 80158353 | CAMTEK INC | 234.57 | | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80158354 | CASCADE ENGINEERING INC | 28,191.44 | | |
| 80158355 | COLEMAN OIL COMPANY LLC | 5,879.90 | | |
| 80158356 | STEVE CONNER | | | 9,332.28 |
| 80158357 | COPIERS NORTHWEST INC | 1,973.64 | | |
| 80158358 | CREEK AT QUALCHAN GOLF COURS | | | 8,535.78 |
| 80158359 | DELTA DENTAL OF WASHINGTON | 17,398.81 | | |
| 80158360 | DIGNITARY PROTECTION TEAM FU | 240.00 | | |
| 80158361 | FASTENAL CO | 4,219.11 | | |
| 80158362 | FEDERAL EXPRESS CORP/DBA FED | 6.68 | | |
| 80158363 | GORLEY LOGISTICS LLC | 157.50 | | |
| 80158364 | GORDON TRUCK CENTERS INC DBA | 713.90 | | |

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|---|---|---|---|---|---|
| 80158365 | W W GRAINGER INC | 58.02 | | | |
| 80158366 | KAISER FOUNDATION HEALTH PLA | 220,074.65 | | | |
| 80158367 | KENWORTH SALES COMPANY | 40.17 | | | |
| 80158368 | KEY CODE MEDIA INC | 2,072.90 | | | |
| 80158369 | LOCAL INLAND NORTHWEST | 10,000.00 | | | |
| 80158370 | LOOMIS ARMORED US INC | 1,088.84 | | | |
| 80158371 | MES I ACQUISITION INC | 763.19 | | | |
| 80158372 | CAR WASH PARTNERS LLC | 224.00 | | | |
| 80158373 | NAPA AUTO PARTS | 435.73 | | | |
| 80158374 | NORTH COUNTRY SERVICES LLC | 1,238.36 | | | |
| 80158375 | FORMEX HOLDINGS LLC | 275.97 | | | |
| 80158376 | PREMERA BLUE CROSS | 74,028.15 | | | |
| 80158377 | PS2 GROUP LLC | 312.58 | | | |
| 80158378 | REHN & ASSOCIATES | 28,130.97 | | | |
| 80158379 | SANDBAGGERS CLUB LLC | | | | 8,735.45 |
| 80158380 | SPOKANE NEIGHBORHOOD ACTION | 87,049.66 | | | |
| 80158381 | SOUTHGATE NEIGHBORHOOD COUNC | 102.27 | | | |
| 80158382 | SPOKANE POLICE CHAPLAIN | 6,048.50 | | | |
| 80158383 | SPOKANE POLICE K-9 MEMBERSHI | 225.00 | | | |
| 80158384 | SPECIALTY MOBILE MIX INC | 981.90 | | | |
| 80158385 | SPOKANE COUNTY TREASURER | 190,472.16 | | | |
| 80158386 | SPOKANE POLICE SWAT TEAM | 730.00 | | | |
| 80158387 | T & T GOLF MANAGEMENT INC | | | | 17,338.64 |
| 80158388 | SPOKANE POLICE TACTICAL TEAM | 940.00 | | | |
| 80158389 | TEEL INC | 8,000.00 | | | |
| 80158390 | TRANSITIONS | 4,674.09 | | | |
| 80158391 | TRUE CORPORATION | 201.84 | | | |
| 80158392 | US BANK TRUST NA | 1,265,528.64 | | | |
| 80158393 | US BANK OR CITY TREASURER | 116,831.22 | | | |
| 80158394 | US POSTMASTER | 100,000.00 | | | |
| 80158395 | VESTIS GROUP INC | 1,300.49 | | | |
| 80158396 | NATHAN MULKEY | 115.00 | | | |
| | | 14,654,140.19 | 21,579.83 | | 322,429.78 |
| | | | | CITYWIDE TOTAL: | 14,998,149.80 |

# MINUTES OF SPOKANE CITY COUNCIL

## Tuesday, September 1, 2026

## AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 11:03 a.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 Cathcart, Dillon, Dixit, Klitzke (appearing virtually), Telis (arriving at 11:05 a.m.), and Zappone, were present.

City Administrator Alex Scott; Legislative Assistant Jackson Deese; City Council Policy Advisor Chris Wright; and City Clerk Giacobbe Byrd were also present for the meeting.

### Announcement of Decision of Salary Review Commission

City Clerk Giacobbe Byrd read an announcement on the Salary Review Commission's final salary determination for the Mayor, Council President, and Council Members for 2027-2028 into the record.

There were no **Interviews of Nominees to Boards and Commissions.**

### BRIEFING ON AGENDA ITEMS

### Proposed Items

The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- ORD C36921 (Streamlining of Funds) – Adam McDaniel

### Pending Items

The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- OPR 2026-0652 (Black & Veatch / Upriver Dam) – **Chris Wright**
- OPR 2026-0251(Contract Amendment / North Hillyard Sidewalk Project) – **Dan Buller**

- ORD C36928 (Tenant Protections During Emergencies) – **Paul Dillon**
  - various proposed amendments were briefed by **Chris Wright**
- SBO ORD C36929 (HOME Starts Here Account) – **Matt Boston**
- RES 2026-0064 (Opioid Response Fund) – **Maggie Yates**

**Final Items**
- None

## CONSIDERATION OF AMENDMENTS, ADDITIONS, AND DEFERRAL REQUESTS

**Proposed Items**

ORD C36921 (Streamlining of Funds) **Motion** by Council Member Dillon, seconded by Council Member Cathcart **to adopt** the Wilkerson Dillon Amendment ORD C36921. **Carried 7-0**.

**Pending Items**

ORD C36928 (Tenant Protections) **Motion** by Council Member Zappone, seconded by Council Member Cathcart **to add** the Dillon Amendment ORD C36928 to the Pending section of the agenda. **Carried 7-0**.

ORD C36928 (Tenant Protections) **Motion** by Council Member Zappone, seconded by Council Member Cathcart **to add** the Wilkerson Amendment ORD C36928 to the Pending section of the agenda. **Carried 7-0**.

**Final Items**
There were no considerations of amendments, additions, or deferrals of final items.

**Action to Approve Agenda**
The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Telis, seconded by Council Member Dillon, **to approve** the September 2, 2026, Council Legislative Agenda, as modified; **carried 7-0.**

## ADJOURNMENT
Council President adjourned the meeting at 11:32 a.m. The next Regular Legislative Session took place on September 2, 2026.

Minutes prepared by City Clerk Giacobbe Byrd and submitted for publication in the November 4, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on November 11, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

# MINUTES OF SPOKANE CITY COUNCIL

## Tuesday, September 8, 2026

## AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 11:04 a.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 Cathcart, Dillon, Dixit, Klitzke, Telis, and Zappone (appearing virtually), were present.

City Administrator Alex Scott; Legislative Assistant Jackson Deese; City Council Policy Advisor Chris Wright; and City Clerk Giacobbe Byrd were also present for the meeting.

**Announcement of Decision of Salary Review Commission**
City Clerk Giacobbe Byrd read an announcement on the Salary Review Commission's final salary determination for the Mayor, Council President, and Council Members for 2027-2028 into the record.

**Interviews of Nominees to Boards and Commissions.**

- **Jim Leighty** (Office of the Police Ombuds Commission)
- **Lauren Pangborn** (Plan Commission)

**BRIEFING ON AGENDA ITEMS**

**New Legislative Item**

- OPR 2026-0254 (Motorola Contract Credit Refund) **– Jason Nechanicky and Stephen Williams**

**Proposed Items**
- **None**

**Pending Items**
The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- ORD C36920 (Building Heights) – **Chris Wright**

- OPR 2026-0762 police vehicles – **Rick Giddings**

**Final Items**
The City Council received a briefing on the following agenda item(s), and Council inquiry and comment was held, with response by staff:

- OPR 2024-0277 (Value Blanket with CompuNet) – **Cylas Engeland** (remotely)

## CONSIDERATION OF AMENDMENTS, ADDITIONS, AND DEFERRAL REQUESTS

**Proposed Items**
There were no considerations of amendments, additions, or deferrals of proposed items.

**Pending Items**

ORD C36920 (Building Heights)
**Motion** by Council Member Klitzke, seconded by Council Member Dillon **to reconsider** ORD C36920 and add it to the pending section of the September 16, 2026, and the final section of the September 23, 2026, agendas. **Carried 7-0**.

ORD C36920 (Building Heights) **Motion** by Council Member Klitzke, seconded by Council Member Cathcart **to adopt** the Wilkerson Amendment to ORD C36920. **Carried 7-0**.

**Final Items**

ORD C36928 (Tenant Protections) **Motion** by Council Member Cathcart, seconded by Council President Wilkerson **to adopt** the Wilkerson Amendment to ORD C36928. **Council commentary:** Council Member Klitzke called for the question. Council President Wilkerson did not recognize the request and spoke to the motion before calling for a vote on the motion. **Failed 2-5** (CM Cathcart and CP Wilkerson voting Aye).

ORD C36928 (Tenant Protections) **Motion** by Council Member Dillon, seconded by Council Member Telis **to revise** the Dillon Amendment to ORD C36928. **Carried 7-0**.

ORD C36928 (Tenant Protections) **Motion** by Council Member Dillon, seconded by Council President Klitzke **to adopt** the Dillon Amendment as amended to ORD C36928. **Carried 6-1** (CM Cathcart voting no).

**Action to Approve Agenda**
The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Telis, seconded by Council Member Klitzke, **to approve** the September 9, 2026, Council Legislative Agenda, as modified; **carried 7-0.**

**ADJOURNMENT**
Council President adjourned the meeting at 12:00 p.m. The next Regular Legislative Session took place on September 2, 2026.

Minutes prepared by City Clerk Giacobbe Byrd and submitted for publication in the November 4, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on November 11, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

**STANDING COMMITTEE MINUTES**
**City of Spokane**
**Public Infrastructure, Environment & Sustainability Committee**
**City Council Chambers**
**June 8, 2026**

Call to Order: 12:00 p.m.

Recording of the meeting may be viewed here:
https://vimeo.com/1199564552?fl=pl&fe=sh

Attendance

Committee Members Present: Betsy Wilkerson, Kitty Klitzke, Michael Cathcart, Zack Zappone, Kate Telis, Sarah Dixit
Absent: Paul Dillon

Executive Session

12:01 p.m.
Announced End Time: 12:31 p.m.
Extensions: one 10min extension
End Time: 12:41 p.m.

Public Comment

None

Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT FOR JUNE 2026 - MARLENE FEIST (10 minutes) →No action taken, Presentation Only

2. STA PROPOSITION 1 EDUCATION - CARLY CORTRIGHT (15 minutes) →No action taken, Presentation Only

3. SHARED STREETS ORDINANCE - INGA NOTE (5 minutes) → No action taken, Presentation Only

4. RESOLUTION FOR ARTERIAL SPEED LIMIT CHANGES - INGA NOTE (5 minutes)→No action taken, Presentation Only

5. LOW BID AWARD - TRAFFIC CALMING QUICK BUILDS 2026045 - DAN

BULLER (5 minutes) →No action taken, Presentation Only

6. LOW BID AWARD - AUSTIN ROAD EROSION MITIGATION 2025070 - DAN BULLER (5 minutes) →No action taken, Presentation Only

7. WHEELSHARE 2024-2026 CONTRACT AMENDMENT - JACKIE JOHNSEN (10 minutes)→No action taken, Presentation Only

8. AMEND CONTRACT WITH AXON - SHAWNA ERNST (5 minutes)
No action taken, Presentation Only

9. 1% FOR PUBLIC ART PROGRAM UPDATE ORDINANCE - ADAM MCDANIEL (5 minutes) →No action taken, Presentation Only

10. COUNCIL'S MANAGER OF NEIGHBORHOOD CONNECTIVITY REPORT - ABIGAIL MARTIN (5 minutes)→No action taken, Presentation Only

11. COMMUNICATIONS & COMMUNITY ENGAGEMENT QUARTERLY DIRECTOR'S REPORT - LISA GARDNER (10 minutes) →No action taken, Presentation Only

12. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (10 minutes) →No action taken, Presentation Only

III. Consent Items

1. AMENDING ORDINANCE C36776 SPOKANE MUNICIPAL CODE RELATING TO SEWER (CITY ATTORNEY)

2. MASTER CONTRACT FOR DUMPSTER REFURBISHING SERVICES (SOLID WASTE COLLECTION)

3. CONTRACT AWARD FOR WASTE TO ENERGY BOTTOM ASH PAN REPLACEMENT (SOLID WASTE DISPOSAL)

4. CONTRACT WITH OSBORN CONSULTING TO PERFORM A STORMWATER PROGRAM AND INFRASTRUCTURE EVALUATION AND ASSESSMENT (WASTEWATER MANAGEMENT)

5. CONTRACT RENEWAL FOR CONVEYOR BELT SERVICES (SOLID WASTE DISPOSAL)

6. 4320 CONTRACT DUNDEE CONCRETE AND LANDSCAPING BIOFILTER MEDIA REPLACEMENT (WASTEWATER MANAGEMENT)

7. ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (HORROCKS) (INTEGRATED CAPITAL MANAGEMENT)

8. ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (KIMLEYHORN) (INTEGRATED CAPITAL MANAGEMENT)

9. ON-CALL PUBLIC ENGAGEMENT FOR FUTURE ICM PROJECTS (THE LANGDON GROUP) (INTEGRATED CAPITAL MANAGEMENT)

Adjournment

The meeting adjourned at 2:35 PM

Minutes prepared and submitted for publication in the June 17, 2026, issue of the Official Gazette.

Sarah Sirott
Assistant to Council Member Kitty Klitzke

Approved by City Council on November 11, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment & Sustainability Committee
City Council Chambers
September 8, 2026

Call to Order: 1:19 p.m.

Recording of the meeting may be viewed here:
https://vimeo.com/1225065432?fl=pl&fe=sh

Attendance
Committee Members Present: Betsy Wilkerson (arrived 1:21 PM), Kitty Klitzke, Michael Cathcart, Kate Telis, Sarah Dixit
Absent: Paul Dillon, Zack Zappone

Executive Session
None

Public Comment
None

Discussion Items

1. TRANSPORTATION AND SUSTAINABILITY MONTHLY DIRECTOR'S REPORT - JON SNYDER (10 minutes) →No action taken, Presentation Only

2. ADOPTING TBD BUDGET ALLOCATIONS & PROJECTS - JON SNYDER (5 minutes) →No action taken, Presentation Only

3. TUBE TRAFFIC COUNTS - QUALITY COUNTS - CLINT HARRIS (5 minutes) → No action taken, Presentation Only

4. TUBE TRAFFIC COUNTS - IDAX - CLINT HARRIS (5 minutes) →No action taken, Presentation Only

5.CWIFP BOND ORDINANCE - REINER HERSHAW (5 minutes) →No action taken, Presentation Only

6. SPECIAL BUDGET ORDINANCE - NORTHSIDE LANDFILL FIRE DAMAGE REPAIRS - TRACE BRADBURN (5 minutes) →No action taken, Presentation Only

7. STORMWATER PROTECTION MATERIALS EMERGENCY PURCHASE -

RAYLENE GENNETT (5 minutes) No action taken, Presentation Only

8. PRE-PURCHASE OF KENWORTH T300 TAPPING TRUCK FOR THE WATER DEPARMENT - RICK GIDDINGS (5 minutes) →No action taken, Presentation Only

9. JOINT RESOLUTION AUTHORIZING PURCHASE OF PROPERTY BY SPOKANE AIRPORT - ROB SCHULTZ (5 minutes) →No action taken, Presentation Only

10. JOINT RESOLUTION AUTHORIZING PURCHASE OF PROPERTY BY SPOKANE AIRPORT - ROB SCHULTZ (5 minutes) →No action taken, Presentation Only

11. COMMUNICATIONS & COMMUNITY ENGAGEMENT QUARTERLY DIRECTOR'S REPORT - LISA GARDNER (10 minutes) →No action taken, Presentation Only

12. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (10 minutes) →No action taken, Presentation Only

III. Consent Items

1. SNOW AND ICE MITIGATION CONTROL AGREEMENT - WSDOT (STREET)

2. VALUE BLANKET FOR CONCRETE MIX (STREET)

3. AMEND DUCTILE IRON SERVICE SADDLES VALUE BLANKET (WATER & HYDROELECTRIC SERVICES)

4. MCGARD FIRE HYDRANT LOCKS AND WRENCHES - VALUE BLANKET (WATER & HYDROELECTRIC SERVICES)

5. 4320 CONTRACT SHAMROCK PAVING, INC. (WASTEWATER MANAGEMENT)

6. PAVING SERVICES CONTRACT AMENDMENT (WATER & HYDROELECTRIC SERVICES)

7. CONTRACT FOR FABRIC FILTER BAG CHANGEOUT SERVICES (SOLID WASTE DISPOSAL)

8. CONTRACT RENEWAL FOR TRANSPORTATION OF LANDFILL TOPSOIL (SOLID WASTE DISPOSAL)

9. CONTRACT FOR EMERGENCY LANDFILL EROSION STABILIZATION AND RESEEDING SERVICES (SOLID WASTE DISPOSAL)

10. CONTRACT AWARD FOR AS-NEEDED MECHANICAL REPAIRS (SOLID WASTE DISPOSAL)

Adjournment
The meeting adjourned at 2:16 PM

Minutes prepared and submitted for publication in the September 23, 2026, issue of the Official Gazette.

Sarah Sirott
Assistant to Council Member Kitty Klitzke

Approved by City Council on November 11, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment & Sustainability Committee
City Council Chambers
October 13, 2026

Call to Order: 1:02 p.m.

Recording of the meeting may be viewed here: https://vimeo.com/1235597881?fl=pl&fe=sh

Attendance
Committee Members Present: Betsy Wilkerson, Kitty Klitzke, Michael Cathcart, Zack Zappone (virtual), Paul Dillon, Kate Telis, Sarah Dixit

Executive Session
None

Public Comment
Erik Lowe- 2 min

Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT - OCTOBER 2026 - MARLENE FEIST (10 minutes)→No action taken, Presentation Only

2. MONTHLY TRANSPORTATION & SUSTAINABILITY DIRECTOR REPORT - JON SNYDER (10 minutes) →No action taken, Presentation Only

3. ANNUAL GENERAL FACILITIES CHARGE (GFC) RATE UPDATE - KEVIN PICANCO (5 minutes) → No action taken, Presentation Only

4. CONSULTANT AGREEMENT - LATAH BRIDGE REHABILITATION DESIGN (FEDERAL) - KEVIN PICANCO (5 minutes) →No action taken, Presentation Only

5. AMENDMENT TO INCREASE FUNDS - HIGH VISIBILITY CROSSWALKS - DAN BULLER (5 minutes) →No action taken, Presentation Only

6. AMENDMENT TO INCREASE FUNDS - GREENE-FREYA-HAVANA BRIDGES DECK MAINTENANCE - DAN BULLER (5 minutes)→No action taken, Presentation Only

7. 2026 SNOW MAINTENANCE REVIEW - CLINT HARRIS (5 minutes)
No action taken, Presentation Only

8. RESOLUTION TO AMEND 2023 WATER SYSTEM PLAN (WSP) - MARK PAPICH (5 minutes)→No action taken, Presentation Only

9. STORMWATER SMC REVISIONS - RAYLENE GENNETT (5 minutes) →No action taken, Presentation Only

10. RESOLUTION TO AMEND UTILITY PIPE REHAB PROGRAM - NATE SULYA (5 minutes) →No action taken, Presentation Only

11. LOCAL IMPROVEMENT DISTRICT CODE UPDATE - ADAM MCDANIEL (5 minutes)→No action taken, Presentation Only

12. RESOLUTION ADOPTING STATE LEGISLATIVE AGENDA - ERIK POULSEN (10 minutes)→No action taken, Presentation Only

13. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (10 minutes) →No action taken, Presentation Only

Consent Items

1. CONTRACT RENEWAL FOR ON-SITE VALVE REPAIRS (SOLID WASTE DISPOSAL)

2. CONTRACT RENEWAL FOR BOILERMAKER SERVICES (SOLID WASTE DISPOSAL)

3. CURB & VALVE BOXES – VALUE BLANKET (WATER & HYDROELECTRIC SERVICES)

4. ACCEPTANCE OF WASHINGTON DEPARTMENT OF ECOLOGY SPILL PREVENTION GRANT (GRANTS MANAGEMENT)

5. AMENDMENT TO INCREASE FUNDS - FISH LAKE TRAIL DESIGN PHASE 2 (ENGINEERING SERVICES)

6. AMENDMENT TO INCREASE FUNDS - HIGHWAY 195 MEADOWLANE SIDEWALK (ENGINEERING SERVICES)

7. CONTRACT AMENDMENT FOR WASTEWATER FACILITY PLANNING SERVICES (INTEGRATED CAPITAL MANAGEMENT)

8. CONTRACT AMENDMENT WITH SPOKANE ARTS SERVICES FOR NSC (INTEGRATED CAPITAL MANAGEMENT)

9. CONTRACT AMENDMENT FOR UTILITY PIPE REHAB PROGRAM
(INTEGRATED CAPITAL MANAGEMENT)

Adjournment
The meeting adjourned at 2:40 PM

Minutes prepared and submitted for publication in the November 4, 2026, issue of the Official Gazette.

Sarah Sirott
Assistant to Council Member Kitty Klitzke

Approved by City Council on November 11, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Giacobbe R. Byrd
City Clerk

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/21/2026 | | |
| **Clerk's File #** | ORD C36971 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | GRANTS MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | COLE WICKER X6822 | **Requisition #** | |
| **Contact E-Mail** | WWICKER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | SPECIAL BUDGET ORDINANCE - BJA DISCRETIONARY FUND GRANT | | |

## Agenda Wording

Approval of Special Budget Ordinance for the 2026 BJA Discretionary Fund Grant.

## Summary (Background)

This is a Bureau of Justice Assistance (BJA) Discretionary Fund Grant for the new SMART (Spokane Mobile Alternative Response Teams). It is a non-recurring grant and our period of performance is from October 2026-September 2027. Due to the timeliness and limitation of the funds we are unable to wait until the biennium budget adjustment. The budget will include: two sub-recipient contracts, one for our 911 Clinicians and one for our Behavioral Health Units, ($1,025,000); Supplies and Furniture for the new staff ($124,630); Staff Training for new SMART protocols ($27,000); Administration Costs ($37,500); and Indirect Costs ($35,870).

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

This funding allows the City of Spokane to expand its SMART (Spokane Mobile Alternative Response Teams) program and will divert individuals from arrest or hospital emergency rooms and create additional capacity for the Spokane Police Department and Spokane Fire Department. These civilian-led mobile response teams will respond to calls that do not involve a safety risk or medical emergency. This program will target behavioral health calls and offer more appropriate care and follow-up services. This position will serve some of Spokane's most vulnerable populations, those experiencing behavioral health crises.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. We do not anticipate disaggregating data as noted above.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. As we look towards evaluating program success, we hope to track time served, usable opioid data, and our time saved as major benchmarks for success. The City of Spokane will measure success by tracking individual diversions from arrest and emergency rooms as well as the amount of time a mobile alternative team saves traditional police and fire/EMS responses, and the number of repeat emergency contacts[CW1.1][YM1.2]. We

## 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 program supports the new initiatives through the SUN. Expanded emergency response programs broadly benefits the City.

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ $1,250,000 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

See Summary Section

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 1,250,000 | # 1330-95671-99999-33116-99999 |
| Expense | $ 1,025,000 | # 1330-95671-14230-54201-99999 |
| Expense | $ 24,630 | # 1330-95671-14230-53101-99999 |
| Expense | $ 100,000 | # 1330-95671-14230-53505-99999 |
| Expense | $ 35,870 | # 1330-95671-14230-54992-99999 |
| Expense | $ $46,739 | # 1330-95671-14230-51991-99999 |

| | |
|---|---|
| **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.)**

Additional Budget Code: Expense – $17,761- 1330-95671-14230-52991-99999

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | STRATTON, JESSICA | MANAGEMENT & | STRATTON, JESSICA |
| Division Director | STRATTON, JESSICA | ACCOUNTING - | BROWN, SKYLER |
| Accounting Manager | DUFFEY, ANDREW | | |
| Legal | DUGGAN, ANDI | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| grants@spokanecity.org | sbrown@spokanecity.org |
| | |
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ORDINANCE NO. C36971

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A BUREAU OF JUSTICE ASSISTANCE DISCRETIONARY FUND GRANT TO EXPAND THE SPOKANE MOBILE ALTERNATIVE RESPONSE (SMART) PROGRAM WITH A NEW EMERGENCY RESPONSE TEAM, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Miscellaneous 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $1,250,000.
A) Of the increased revenue, $1,250,000 is provided solely by a grant from the United States Department of Justice, Bureau of Justice Assistance.

2) Increase appropriation by $1,250,000.
A) Of the increased appropriation, $1,025,000 is provided solely for contractual services.
B) Of the increased appropriation, $24,630 is provided solely for office supplies.
C) Of the increased appropriation, $100,000 is provided solely for office furniture (non-capital).
D) Of the increased appropriation, $35,870 is provided solely for other indirect costs.
E) Of the increased appropriation, $64,500 is provided solely for wages and benefits.

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 a non-recurring Bureau of Justice Assistance Discretionary Fund Grant to expand the Spokane Mobile Alternative Response (SMART) program with a new emergency response team, which has a limited period of performance, 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:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/14/2026 | | |
| **Clerk's File #** | ORD C36972 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | HUMAN RESOURCES | **Bid #** | |
| **Contact Name/Phone** | ALLISON ADAM X6383 | **Requisition #** | |
| **Contact E-Mail** | AADAM@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – OCTOBER 2026 | | |

## Agenda Wording

Amending ordinance no. C36794, entitled in part, "an ordinance adopting a mid-biennial modification budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis, and declaring an emergency.

## Summary (Background)

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

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

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 | $ For SPNs with former ranges, Citywide: $0 and General Fund: $0. However, |
| Current Year Cost | $ For SPNs with former ranges, Citywide: $0 and General Fund: $0. However, |
| Subsequent Year(s) Cost | $ The cost in subsequent years will be the total cost ranges above multiplied by |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| | | |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Reserves |

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

No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

| **Expense Occurrence** | Recurring |
|---|---|

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | ADAM, ALLISON | **MANAGEMENT &** | MILLER, JACOB |
| **Division Director** | ADAM, ALLISON | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| aadam@spokanecity.org | ddecorde@spokanecity.org |
| budget@spokanecity.org | scrist@spokanecity.org |
| | |
| | |
| | |

ORDINANCE NO. C36972

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

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Network 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 Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

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

| Union | SPN | Title | From Grade | To Grade | Former Range | New Range |
|---|---|---|---|---|---|---|
| L270 | 265 | Emergency Communications Dispatcher I | --- | A05-30 | --- | $49,047 - $77,005 |

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

| Union | SPN | Title | From Grade | To Grade | Former Range | New Range |
|---|---|---|---|---|---|---|
| L270 | 265-L | Emergency Communications Dispatcher Lateral | --- | A05-40 | --- | $58,819 - $96,904 |

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

| Union | SPN | Title | From Grade | To Grade | Former Range | New Range |
|---|---|---|---|---|---|---|
| L270 | 266 | Emergency Communications Dispatcher II | --- | A05-46 | --- | $64,457 - $106,154 |

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

| Union | SPN | Title | From Grade | To Grade | Former Range | New Range |
|---|---|---|---|---|---|---|
| L270 | 267 | Emergency Communications Supervisor | --- | A05-53 | --- | $71,138 - $116,865 |

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 adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 10/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/19/2026 | | |
| **Clerk's File #** | ORD C36973 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | SPOKANE UNITED 911 NETWORK | **Bid #** | |
| **Contact Name/Phone** | STEPHEN X6990 | **Requisition #** | |
| **Contact E-Mail** | SCWILLIAMS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | BWILKERSON PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | SPECIAL BUDGET ORDINANCE – PSAP IT ANALYST AND DISPATCHERS | | |

## Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to authorize additional positions for the Spokane United 911 Network, and declaring an emergency.

## Summary (Background)

As the City continues implementation of the Spokane United 911 Network, it is necessary to bolster the technical team, responsible for ensuring functional technology and equipment. Additionally, we also need dedicated Dispatcher positions to prepare to take over as the primary Public Safety Answering Point (PSAP) in April 2027. Funding for these positions is already appropriated; therefore, no additional expenditure is being authorized with this ordinance. We are simply authorizing the positions with this SBO. Dispatchers and their supervisors aren't expected to be hired until late December.

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

Providing a Public Safety Answering Point (PSAP) for emergencies is a basic necessity for all members of the community. This proposal will ensure we can take calls from these communities and provide them with the same emergency response as everyone else.

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

Data may be collected as part of general PSAP operations, but there will not be data collection pertaining to these three positions and the debt payment.

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

It is a basic service that we're providing to the City, so it's certainly the right solution. Once the department is operating we'll continue to assess if we need to make adjustments to operational staff.

**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 SBO supports a program that is a basic service that must be provided to the citizens. It aligns with the goals of SH 6 (Safety) which appears in Chapter 10 (Social Health) of the Comprehensive Plan.

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 0 |
| Current Year Cost | $ 0 |
| Subsequent Year(s) Cost | $ |

## Narrative

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 1.0 FTE (STAT 002/003 = 100) | # 1510-37400-28200-02940-99999 |
| Expense | $ 13.0 FTE (STAT 002/003 = 1300) | # 1510-37400-28200-02650-99999 |
| Expense | $ 4.0 FTE (STAT 002/003 = 400) | # 1510-37400-28200-02670-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

Yes, Emergency Communications Sales Taxes and 911 Excise Taxes will support these positions going forward.

| | |
|---|---|
| **Expense Occurrence** | Recurring |

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

This SBO authorizes the addition of 18 Full-Time Equivalents (FTE).

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | WILLIAMS, STEPHEN C. | MANAGEMENT & | MILLER, JACOB |
| Division Director | WILLIAMS, STEPHEN C. | | |
| Accounting Manager | DANIELS, DERREK | | |
| Legal | DUGGAN, ANDI | | |
| For the Mayor | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
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| | |

ORDINANCE NO. C36973

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO AUTHORIZE ADDITIONAL POSITIONS FOR THE SPOKANE UNITED 911 NETWORK, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Network 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 Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add one (1) classified Information Technology Analyst position (from 0 to 1).
2) Add thirteen (13) classified Emergency Communications Dispatcher I positions (from 0 to 13).
3) Add four (4) classified Emergency Communications Supervisor positions (from 0 to 4).

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 add an Information Technology Analyst, Dispatcher positions, and dispatch supervisor positions to support implementation of the Spokane United 911 Network, 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:** PIES **Date:** 10/13/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/8/2026 | | |
| **Clerk's File #** | RES 2026-0076 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | CITY COUNCIL | **Bid #** | |
| **Contact Name/Phone** | ERIK POULSEN 625-6721 | **Requisition #** | |
| **Contact E-Mail** | EPOULSEN@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | PDILLON KKLITZKE SDIXIT | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | RESOLUTION ADOPTING STATE LEGISLATIVE AGENDA | | |

## Agenda Wording

A Resolution adopting the City of Spokane's legislative agenda for the 2027 state legislative session.

## Summary (Background)

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the legislative priorities for the 2027 session of the Washington Legislature, which includes an Exhibit "A" setting forth highest priorities and other issues of significant interest to the city.

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

The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact. Nonetheless, it is expected the City's stated priorities regarding state funding for a variety of social service programs and housing, and extension of Domestic Partnership eligibility, will benefit historically marginalized communities.

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

Not applicable

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

Success of legislative efforts is generally measured by which measures and budget requests of the City are adopted by the Washington Legislature as well as the City's impact on legislative measures the City opposes.

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

The City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list of legislative priorities has been developed by the City’s Legislative Team with assistance from key members of the Administration, contract lobbyists, and other interested parties.

**Council Subcommittee Review**

The City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list of legislative priorities has been developed by the City’s Legislative Team with assistance from key members of the Administration, contract lobbyists, and other interested parties.

| **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** | | | |
| **Division Director** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | | | |

| **Distribution List** | |
|---|---|
| epoulsen@spokanecity.org | pdillon@spokanecity.org |
| sdixit@spokanecity.org | KKlitzke@spokanecity.org |
| | |
| | |
| | |

RES 2027-0076 (SPONSOR SUBSTITUTION)

PURPOSE OF SUBSTITUTION: This substitution incorporates requirements from the Spokane Regional Transportation Council (SRTC) to include the City's transportation project priorities in its state legislative agenda.

**RESOLUTION NO. 2026-0076**

A Resolution adopting the City of Spokane's legislative agenda for the coming 2027 state legislative session and setting forth transportation priorities.

**WHEREAS,** Spokane Municipal Code section 02.03.030 provides that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted, and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane"; and

**WHEREAS**, the City Council historically has identified a list of multiple legislative goals for the coming session of the Washington Legislature as well as congressional goals, and among those goals categorizes its highest priorities; and

**WHEREAS,** the City Council has consulted with its contract lobbyists, state legislators, administration staff and interested stakeholders to develop the legislative agenda in the form the attached as Exhibit "A," which identifies highest priority issues for the City of Spokane and other issues of significant interest to the City during the coming state legislative session(s); and

**WHEREAS,** the Spokane Regional Transportation Council (SRTC) annually develops a Unified List of Transportation Priorities for purposes of identifying regional transportation projects of significance to communicate agencies' current regionally important transportation priorities to state legislators and congressional members for potential funding opportunities; and

**WHEREAS**, as part of the development of the Unified List of Transportation Priorities, the SRTC requires a formal statement from the City of Spokane identifying its transportation priorities; and

**WHEREAS**, by this resolution the City of Spokane also intends to set forth its transportation priorities;

**WHEREAS,** the attached exhibits shall guide the City of Spokane's efforts at the state level for the 2027 regular legislative session and any special session(s) that may be held;

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council hereby adopts its City of Spokane 2027 State Legislative Agenda, as specified in Exhibit A to this Resolution; and

**BE IT FURTHER RESOLVED** that the Spokane City Council hereby adopts the City's transportation project priorities set forth in Exhibit B to this Resolution for inclusion in the Spokane Regional Transportation Council (SRTC) annual Unified List of Transportation Priorities.

ADOPTED by the City Council this _____day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

**Resolution 2026-0076 / Exhibit A**

# City of Spokane
# 2027 State Legislative Agenda

## PRIORITIES

### Spokane Fire Complex Recovery

Rebuilding costs for the Spokane Complex fires are expected to exceed $1 billion, making it the most expensive wildfire damage in Washington state history. Many residents displaced by the fires are uninsured or underinsured and need significant state assistance with rebuilding and restoring their homes.

The City of Spokane awaits a decision from the Trump Administration on the Governor's request for a major disaster declaration necessary to fund debris removal, infrastructure replacement, and other cost reimbursements. The outcome will inform the scope of Spokane's funding and policy needs in the 2027 session.

### Preserving Thorpe Trust Land

The Washington State Department of Natural Resources has approved the 199-acre Thorpe property in Spokane for the state's Trust Land Transfer program. The next step is to secure funding in the state budget for this transfer from DNR to the City of Spokane, which will preserve this beloved green space of high ecological and recreational value to our community.

### Building Exemption for Fairer Taxation

The 2027 Vibrant Cities Act, championed by the City of Spokane, will authorize cities to exempt buildings and improvements from local property taxes. The bill aims to:

- Encourage development of vacant and underutilized property
- Discourage land speculation
- Promote tax fairness by rewarding property owners who invest in homes and businesses rather than penalizing them with higher taxes for improvements.

This exemption enables property tax to be based on the value of the land itself, not the structures built on it – a revenue-neutral approach to help increase housing supply, revitalize neighborhoods, and improve public safety.

### Expand Eligibility for Domestic Partnerships

Washington law currently restricts state-registered domestic partnerships to couples where at least one partner is 62 years of age or older. Lowering this eligibility age to 18 provides a modern legal framework that respects personal choice, secures essential civil protections, and offers significant financial relief to working-class families.

### TBD Reform to Fix Streets & Sidewalks

Vehicles over 6,000 pounds are exempt from paying Transportation Benefit District tab fees used for street maintenance projects and pedestrian improvements. These heavier vehicles cause significantly more wear on roadways compared to lighter vehicles. Raising the TBD weight threshold will help Spokane and other cities improve streets and sidewalks while ensuring that heavier vehicles pay their fair share.

## SIGNIFICANT ISSUES

Building.on.Momentum.from.Last.Session

### Wildfire Insurance Reform

The City of Spokane continues to support legislation establishing the Strengthen Washington Homes Program, which would provide grants to assist and promote wildfire mitigation efforts for insurable dwellings in accordance with Insurance Institute for Business & Home Safety (IBHS) standards. Last year's bill prevented insurers from using wildfire risk as a disqualifying risk factor for properties that meet these standards.

### Sidewalk Funding

The City of Spokane continues to seek authorization for a sidewalk utility program or other sustainable funding mechanism to help cities create people-friendly streets that prioritize health, safety, and accessibility for all. Funding will be dedicated to missing sidewalks, critical repairs, and ongoing maintenance.

### Pavement to People 2.0

The City of Spokane continues to support expanding Washington's sales tax deferral program for conversion of surface parking lots to affordable housing, known as "Pavement

to People." By also allowing the deferral for partially used, underutilized and underdeveloped properties, more workforce housing units can be built in Spokane and throughout the state.

### Crypto Fraud Protection

Spokane Police Department has been working with the state Department of Financial Institutions to crack down on digital-currency fraud, including new regulations on digital kiosks (ATMs). The City supports DFI-request legislation from last session that imposes daily transaction limits and caps fees charged by kiosk operators.

## Climate.Resilience.and.Sustainability.Board.Recommendations

### Clean Energy Upgrades

The City of Spokane supports Capital Budget funding for the Department of Commerce Clean Energy Technical Assistance Grant Program to advance municipal clean energy projects at City Hall and Northeast Community Center.

### Participatory Budgeting

The City of Spokane supports greenhouse-gas reduction projects in East Central identified by the Department of Commerce Community-Based Organization Public Participation Grants Program, which funds local engagement in comprehensive planning and other capacity-building grants for community projects.

### Data Center Regulation

The City of Spokane supports legislation that provides comprehensive regulation of emerging large energy use facilities, including data centers.

## Fostering.Community.Partnerships

### Dwight Merkel Improvements

City of Spokane Parks & Recreation seeks Capital Budget funding to support the Park Levy and Spokane Public School District 81 bond-funded expansion of Dwight Merkel Sports Complex. These state funds, paired with approximately $20+ million in local dollars, will help Parks & Recreation partner with neighboring Department of Veterans Affairs for improved underground water & sewer infrastructure, vehicle and pedestrian circulation, and parking.

## Salish School of Spokane New Campus

The City of Spokane supports Capital Budget funding to create a permanent home for the Salish School of Spokane, which provides indigenous language immersion education as well as cultural, recreational, and community facilities serving students, families, neighborhood residents, and the broader region.

## Tourism Funding

Tourism Promotion Assessment (TPA) funding will expire in July 2027 without legislative approval to continue this voluntary lodging industry fee. which funds a significant portion of local tourism promotion for Visit Spokane and Spokane Sports.

## HB 1590

The City of Spokane helped pass HB 1590 in 2019, establishing a local .1 percent sales and use tax to fund affordable housing and related supportive services. Raising the Area Medium Income (AMI) requirement from 60 percent to 80 percent will expand the pool of eligible buyers for permanently affordable homes. Supported by Habitat for Humanity, Spokane Housing Authority, Spokane Low Income Housing Consortium, and others.

**Resolution 2026-0076 / Exhibit B**

## City of Spokane Transportation Priority Projects

- Fish Lake Trail Connection Phases 2–3
- Division Street Active Transportation Access Improvements
- Latah Bridge Rehabilitation
- 12th Ave – Spokane Phase
- Spokane Falls Blvd
- US 195 Corridor Projects
- 57th/Hatch Intersection
- Freya from Wellesley to Francis
- Francis/Assembly/Driscoll intersection

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 10/15/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/6/2026 | | |
| **Clerk's File #** | RES 2026-0077 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | DEVELOPMENT SERVICES | **Bid #** | |
| **Contact Name/Phone** | TAMI 6157 | **Requisition #** | |
| **Contact E-Mail** | TPALMQUIST@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | ZZAPPONE KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ADOPTING PUBLIC RULE FOR THE DEVELOPMENT FEE SCHEDULE | | |

## Agenda Wording

A Resolution adopting a Public Rule for the Development Fee Schedule annual CPI increase.

## Summary (Background)

City Council approved the new fee schedules for the DSC on December 9, 2024 that included an annual CPI increase. This year, and moving forward, Development Fees will be adopted by Public Rule

**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** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| 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** | PALMQUIST, TAMI | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| | tpalmquist@spokanecity.org |
| smacdonald@spokanecity.org | akiehn@spokanecity.org |
| nzollinger@spokanecity.org | klouden@spokanecity.org |
| | |
| | |

**RESOLUTION 2026-0077**

A resolution approving the Development Services Fee Table Public Rule.

**WHEREAS**, the Spokane City Council adopted Ordinance C36619, providing for the yearly update of the Development Fee Table; and

**WHEREAS,** Ordinance C36619 went into effect on January 22, 2025; and

**WHEREAS,** the City seeks to publish a public rule implementing Ordinance C36619, pursuant to Spokane Municipal Code Section 08.02.012, specifically for the yearly adjustment of the Development Fee Table; and

**WHEREAS,** pursuant to Spokane Municipal Code Section 04.02.010, it is the policy of the City to regularly review and, as necessary, adjust schedules for fees, charges, and other assessments to ensure the City recovers at least the actual cost of delivering said service; and

**WHEREAS,** the proposed public rule has been published in the Gazette pursuant to the SMC 03.14.030(A)(1); and

**WHEREAS,** the proposed public rule has been shared with identified stakeholders pursuant to SMC 03.14.030(A)(2); and

**WHEREAS,** the proposed public rule is filed for City Council review and approval pursuant to SMC 03.14.030(A)(3).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the attached public rule.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
DEPARTMENT PUBLIC RULE

| | |
|---|---|
| CITY OF SPOKANE<br>DEVELOPMENT SERVICES DEPARTMENT<br>PUBLIC RULE | RULE xxxz -<br>LGL 2026-<br>RES 2026- |
| | |
| TITLE: DEVELOPMENT SERVICES DEPARTMENT – **UPDATE FEE SCHEDULE**<br>EFFECTIVE DATE January 1, 2027 | |

# 1.0 GENERAL

## 1.1 PURPOSE AND INTENT

The City of Spokane Development Services Department established the following public rule and fee schedule.

The public rule relates to the charges of fees and costs for various services related to the City of Spokane Community and Economic Development Division, including Development Services Department, Planning Services Department, Code Enforcement Department and Arts, Culture and Historic Preservation Department from the City of Spokane.

## 1.2 TABLE OF CONTENTS


1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 ADOPTION OF FEE SCHEDULE
7.0 RESPONSIBILITIES
8.0 APPENDICES


# 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to the City of Spokane Community and Economic Development Division, including Development Services Department, Planning Services Department, Code Enforcement Department and Arts, Culture and Historic Preservation Department from the City of Spokane.

# 3.0 REFERENCES

RCW 19.27
RCW 82.02.020
WAC 51-05
Spokane Municipal Code 08.02
Spokane Municipal Code 04.02.010

DRAFT

4.0 DEFINITIONS

4.1 See SMC 08.02.010

5.0 POLICY

5.1 It is the policy of the City of Spokane Community and Economic Development Division to collect reasonable fees to cover the direct costs of application processing and environmental or building review.

5.2 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 this public rule shall remain in full effect until modified or amended consistent with Chapter 03.14 of the Spokane Municipal Code.

6.0 ADOPTION OF FEE SCHEDULE

6.1 The Community and Economic Development Division, via this public rule, adopts the Development Fee Schedule attached as Exhibit “A,” effective January 1, 2027.

6.2 The Community and Economic Development Division will collect fees and costs for various services related to the Development Services, Planning, Code Enforcement and Historic Preservation programs and services of the City of Spokane, consistent with the fee schedule adopted in this public rule.

7.0 RESPONSIBILITIES

7.1 The Community and Economic Development Division is responsible for the implementation of this public rule.

8.0 APPENDICES

8.1 Exhibit “A” – City of Spokane Development Fee Schedule

APPROVED BY:

_____

City Attorney

_____

Director of Community and Economic Development

DRAFT

City Administrator

Date

Exhibit “A” – City of Spokane Development Fee Schedule

HOLD FOR FEE TABLE….

DRAFT

# Development Fee Schedule
# Effective January 1, 202((6))7

**Automatic Annual Adjustment**

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

Building permit fees tied to job valuations shall not be included in the annual automatic adjustment because construction cost inflation and the scaling of those fees provide self-adjusting mechanisms to help offset associated labor and material cost changes((updates occur semi-annually through the International Code Council (ICC) published updates)).

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

| ((Development Fee Schedule)) | ((Fee Amount)) |
|---|---|
| **Shared Fees** | **Fee Amount** |
| Processing/Application Fee (*except as otherwise identified*) | $65.00 |
| Technology Fee for Planning and Land Use Actions | 2.50% |
| Technology Fee for Building and Elevator Permits<br>• Applicable to permits reviewed and/or inspected primarily in accordance with Building and Elevator Codes. | $8.50 |
| Technology Fee for Trade Permits, Trade Licenses, and Non-Permit Actions<br>• Applicable to Permits reviewed and/or inspected primarily in accordance with Mechanical, Electrical, and Plumbing codes; Trade Licenses; and Applications other than those for Land Use Actions that do not authorize work to be performed. | $2.00 |
| Technology Fee for Engineering Permits<br>• Applicable to permits generally reviewed and/or inspected for work within the City right-of-way or involving City utilities. | $5.00 |
| Development Services Review Fee | ((~~$119.00~~)) $123.00 |
| Trade Review | ((~~$119.00~~)) $123 per hour |

| | |
|---|---|
| Additional, Excessive, and Phased Reviews | 50% Original Review Fee |
| • To ensure a streamlined review process, all plan resubmittals must be complete and address all previously identified comments. New or additional plan review fees will be charged if the resubmittal necessitates a comprehensive re-evaluation from the reviewing departments. This is typically triggered by substantial changes to the project scope, or if the resubmittal fails to adequately address comments after two (2) resubmittals under the initial fee.<br>• Based on the nature and extent of the revisions, resubmissions will be processed as either a resubmittal under the original permit application with the above fee or an hourly fee; or it may require a new permit application with a full review fee.<br>• We encourage pre-application meetings to discuss your project and avoid potential delays or additional fees due to incomplete submittals and resubmittals. | |
| Additional, Excessive, and Phased Inspections | ((~~$109.00~~)) $123.00 |
| Inspection Outside Normal Working Hours (2-hr minimum) | ((~~$119.00~~)) $123 per hour |
| Re-Inspection Fee | ((~~$156.00~~)) $161.00 |
| Permit or Application Extension Fee | ((~~$46.60~~)) $48.20 |
| Work Beyond Scope of Permit | ((~~$156.00~~)) $161.00 |
| Work Done Without Permit/Investigative Fees - Greater Of: | 2x the Inspection Fee(s) or $322 |
| Refund Administration Fees ((~~- Plan Review and Processing/Application Fees are non-refundable, no refunds of less than $30 unless City error.~~))<br>Unless due to error by Development Services:<br>• Processing and Application Fees are non-refundable.<br>• Review Fees are non-refundable once any plan review has begun.<br>• Cumulative amounts less than $35.00 on a single permit are not eligible for refund. | N/A |
| State Building Code Fee | State Determined ((~~Fee~~)) |
| Recording Fee | County Determined ((~~Fee~~)) |
| | |
| **State Environmental Policy Act (SEPA)** | **Fee Amount** |
| SEPA Environmental Checklist Initial Review | ((~~$518.00~~)) $536.00 |
| Threshold Determination of MDNS | ((~~$337.00~~)) $349.00 |
| Threshold Determination Resulting in Declaration of Significance | Actual Cost |
| Threshold Determination Resulting in Declaration of Significance - Deposit | ((~~$3,365.00~~)) $3,480.00 |
| Public Notice | Actual Cost |

| | |
|---|---|
| Environmental Document Reproduction | Actual Cost |
| | |
| **Appeal Fees** | **Fee Amount** |
| Appeal of Administrative Decision to Hearing Examiner | ((~~$363.00~~)) $2,000.00 |
| Exception: Junk Vehicle Determination Appeal | ((~~$208.00~~)) $215.00 |
| Appeal of Hearing Examiner Decision to City Council | ((~~$725.00~~)) $2,500.00 |
| Appeal Preparation Fee | Actual Cost |
| Request for Reconsideration | ((~~$259.00~~)) $500.00 |
| | |
| **Blasting Licenses and Permits** | **Fee Amount** |
| Blaster's License | $57.00 |
| Blasting Permit | ((~~$285.00~~)) $295.00 |
| | |
| **Boiler and Gas Heating Mechanic License Fees** | **Fee Amount** |
| License Application and Examination Fee | $114.00 |
| Annual License Fee | $57.00 |
| • ((~~Annual Inspector License Fee~~))No charge for City Inspectors and City Exam Proctors | ((~~$57.00~~)) |
| | |
| **Boiler Installation Inspection Fees** | **Fee Amount** |
| Low Pressure & Hot Water Boiler < 500,000 BTUs | ((~~$163.00~~)) $169.00 |
| LP & HWB 500,000 to < 2,000,000 BTUs | ((~~$275.00~~)) $284.00 |
| LP & HWB 2,000,000 BTUs and greater | ((~~$440.00~~)) $455.00 |
| Power Boilers < 1,000,000 BTUs | ((~~$440.00~~)) $455.00 |
| Power Boilers from 1,000,000 to < 5,000,000 BTUs | ((~~$880.00~~)) $910.00 |
| Power Boilers 5,000,000 BTUs and greater - Base | ((~~$880.00~~)) $910.00 |
| Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs | ((~~$26.00~~)) $26.90 |
| Electric Boiler less than or equal to 250 kw | ((~~$259.00~~)) $268.00 |
| Unfired Pressure Vessel | ((~~$62.10~~)) $64.20 |
| | |
| **Boiler Operating Permit & Accessory Fees** | **Fee Amount** |
| Boilers - Base City Inspected Operating Permit Fee | ((~~$88.00~~)) $91.00 |
| Boilers - per Vessel | ((~~$36.20~~)) $37.40 |
| Hydrostatic Pressure Test | ((~~$150.00~~)) $155.00 |
| Repair Inspections - Hourly | ((~~$119.00~~)) $123.00 |
| | |
| **Building Permit Fees** | **Fee Amount** |
| $1 - $2,000 Job Value Fee - Base | $73.00 |
| $2,001 - $25,000 Job Value Fee - Base | $73.00 |
| $2,001 - $25,000 Job Value Fee - Variable per $1000 over $2000 | $13.00 |
| $25,001 - $50,000 Job Value Fee - Base | $372.00 |
| $25,001 - $50,000 Job Value Fee - Variable per $1000 over $25,000 | $10.00 |
| $50,001 - $100,000 Job Value Fee - Base | $622.00 |
| $50,001 - $100,000 Job Value Fee - Variable per $1000 over $50,000 | $7.00 |
| $100,001 - $500,000 Job Value Fee - Base | $972.00 |

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| $100,001 - $500,000 Job Value Fee - Variable per $1000 over $100,000 | $5.00 |
| $500,001 - $1,000,000 Job Value Fee - Base | $2,972.00 |
| $500,001 - $1,000,000 Job Value Fee - Variable per $1000 over $500,000 | $4.00 |
| Over $1,000,000 Job Value Fee - Base | $4,972.00 |
| Over $1,000,000 Job Value Fee - Variable per $1000 over $1,000,000 | $3.00 |
| Plan Review for Commercial & Multi-Family over 2 units | 65% of Job Value Fee |
| Fast Track Plan Review Fee | 125% of Job Value Fee |
| Early Start and Fast Track Approval | 25% Additional fee |
| Stock Plan Review Fee | 25% of Job Value Fee |
| Reduced Plan Review Fee | 25% of Job Value Fee |
| • Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings. | |
| Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes | 50% of Job Value Fee |
| Plan Review for SFR & Duplex Alterations, Additions, and Accessory Structures ((~~& Additions~~)) | 25% of Job Value Fee ($123.00 minimum) |
| Revision Review Fee - Hourly | $123.00 per hour |
| ((~~Plan Review for SFR & Duplex Accessory Structure Remodels~~)) | ((~~25% of Job Value Fee~~)) |
| Demolition of SFR or Duplex | ((~~$46.60~~)) $48.20 |
| Demolition of Other Structures - Per 1,000 Sq Ft ((~~- [maximum fee $450]~~)) | ((~~$46.60~~)) $48.20 ($482.00 maximum) |
| Demolition of Residential Accessory Structures - (i.e. ~ garages((~~,~~)) and pools) | ((~~$36.20~~)) $37.40 |
| • Additional fees may be required for historically eligible or listed properties in accordance with **Historic Preservation's** Fee Schedule | |
| Demolition Permit for structures damaged in the Spokane Complex Fires of 2026<br>• Processing and Technology Fees shall be waived for Demolition Permits on properties impacted by the Spokane Complex Fires.<br>• The $6.50 State Building Code Fee will apply as applicable to State of Washington regulations.((<br>• ~~No Processing Fee or Technology Fee will be added; only addition of the $6.50 State Building Code Fee~~)) | $28.50 |
| Fence Permit Fee per 100 linear feet or fraction thereof | $20.00 |
| Grading Permit Fee for 10,000 cubic yards or less | ((~~$150.00~~)) $155.00 |
| Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof | ((~~$31.10~~)) $32.20 |
| Grading Plan Review for 1,000 cubic yards or less | ((~~$78.00~~)) $80.00 |
| Grading Plan Review for 1,001 - 100,000 cubic yards | ((~~$197.00~~)) $204.00 |
| Grading Plan Review for each 10,000 cubic yards over 100,000 | ((~~$10.40~~)) $10.70 |

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| Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign | ((~~$48.70~~)) $50.40 |
| Sign Permit Fee for Pole and Billboard - Per Sign | ((~~$121.00~~)) $125.00 |
| Sign Review Fee | ((~~$119.00~~)) $123.00 |
| Factory Built Housing - Per Section | ((~~$78.00~~)) $80.70 |
| Manufactured (Mobile) Home - Per Section | ((~~$78.00~~)) $80.70 |
| Temporary Structures - 1st 180 days | ((~~$259.00~~)) $268.00 |
| Temporary Structures - 2nd 180 days | ((~~$570.00~~)) $590.00 |
| Relocation Determination Fee | ((~~$78.00~~)) $80.70 |
| Swimming Pool Permit Fee (when accessory to SFR or Duplex) | ((~~$98.40~~)) $102.00 |
| Swimming Pool Permit Fee (for all others) | ((~~$223.00~~)) $231.00 |
| Adult Family Home Inspection | ((~~$254.00~~)) $263.00 |
| Family Home Child Care Capacity Inspection | ((~~$254.00~~)) $263.00 |
| Safety Inspection - Commercial Building - Per hour (2-hr minimum) | ((~~$119.00~~)) $123 per hour |
| Safety Inspection – ((~~SFR~~))Single Dwelling Unit, Electrical Only | ((~~$98.40~~))$102.00 |
| Safety Inspection – ((~~SFR, 2 or more categories~~)) Single Dwelling Unit | ((~~$197.00~~)) $204.00 |
| ((~~Safety Inspection – Duplex~~)) | ((~~$263.00~~)) |
| ((~~Safety Inspection - Multi-Family 3 to 6 units~~)) | ((~~$338.00~~)) |
| ((~~Safety Inspection - Multi-Family over 6 units – Base~~)) | ((~~$338.00~~)) |
| Safety Inspection – ((~~Multi-Family over 6 units – Variable per unit over 6~~)) Per Additional Dwelling Unit over 1 | ((~~$36.20~~)) $37.00 |
| Electrical Service Reconnect - Residence | ((~~$41.40~~)) $41.00 |
| Electrical Service Reconnect - Commercial | $41.00 + $12.70 per 200 Amps or fraction thereof |
| | |
| **Reapplication Fees for Expired Permits** | |
| • Applications for new permits must be submitted for determination to replace permits that have expired. | |
| Expired Building Permit Reapplication Fee ((~~Renewal~~)) when No Inspections | 100% of Permit Fee |
| Expired Building Permit Reapplication Fee ((~~Renewal~~)) when Foundation Approved | 75% of Permit Fee |
| Expired Building Permit Reapplication Fee ((~~Renewal~~)) when All Rough-ins Approved | 25% of Permit Fee |
| Expired Building Permit Reapplication Fee ((~~Renewal~~)) with Additional Work | Job Value Fee |
| Expired Plumbing Permit Reapplication Fee ((~~Renewal~~)) when No Inspections | 100% of Permit Fee |
| Expired Plumbing Permit Reapplication Fee ((~~Renewal~~)) when Top Outs Approved | 25% of Permit Fee |
| Expired Mechanical Permit Reapplication Fee ((~~Renewal~~)) when No Inspections | 100% of Permit Fee |
| Expired Mechanical Permit Reapplication Fee ((~~Renewal~~)) when Rough-Ins Approved | 25% of Permit Fee |
| Expired Electrical Permit Reapplication Fee ((~~Renewal~~)) when No Inspections | 100% of Permit Fee |

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|---|---|
| Expired Electrical Permit Reapplication Fee ((~~Renewal~~)) when Rough-Ins/Service Approved | 25% of Permit Fee |
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| **Certificate of Occupancy Fees** | **Fee Amount** |
| For Change of Occupancy when no work is required | ((~~$93.20~~)) $96.40 |
| Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee) | ((~~$518.00~~)) $536.00 |
| Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee) | ((~~$259.00~~)) $268.00 |
| | |
| **Solar Permit Fees** | **Fee Amount** |
| SFR-Duplex Solar Plan Review Fee (DSC) | ((~~$78.00~~)) $80.00 |
| SFR-Duplex Solar Inspection Fee (DSC) | ((~~$156.00~~)) $160.00 |
| MFCOM Solar Plan Review Fee (DSC) | 65% of Job Value Fee |
| MFCOM Solar Inspection Fee (DSC) | Job Value Based |
| Electrical fees assessed as applicable to the scope of work | See Electrical Fees |
| • Fire Review and Inspection Fees assessed in accordance with the Fire Codes | ((~~See Fire Code~~)) See SMC 08.02.034 for current Fire Dept Fees |
| | |
| **Electrical Permit Fees** | **Fee Amount** |
| Services: New and Altered (per service and service size)<br>• Service Fees are for the service installation, relocation, or alteration only. Fees for associated feeders, circuits, etc. are assessed separately and in addition to the fee for the Service. | $41.00 + $12.70 per 200 Amps or fraction thereof |
| Service, Over 600V, Surcharge | ((~~$62.10~~)) $64.20 |
| Feeder or Subpanel | ((~~$20.70~~)) $21.40 |
| New Square Footage up to 5000 sq ft - Variable per 100 sq ft | ((~~$5.00~~)) $5.10 |
| New Square Footage over 5,000 sq ft - Base | ((~~$250.00~~)) $255.00 |
| New Square Footage over 5,000 sq ft - Variable per 100 sq. ft. | ((~~$3.00~~)) $3.10 |
| Alterations/Wiring of Existing Space (per circuit) | ((~~$7.20~~)) $7.40 |
| Alarms, Telecommunications, and Other Low-Voltage Control Circuits and Systems (per 2,500 sq. ft.) | ((~~$13.50~~)) $14.00 |
| Ground Work-Ground Ufer | ((~~$31.10~~)) $32.20 |
| Extensive Ground Work | ((~~$109.00~~)) $113.00 |
| Light Standard | ((~~$10.40~~)) $10.70 |
| ((~~Service, 1-200 Amps~~)) | ((~~$53.70~~)) |
| ((~~Service, 201-400 Amps~~)) | ((~~$66.40~~)) |
| ((~~Service, 401-600 Amps~~)) | ((~~$79.10~~)) |
| ((~~Service, 601-800 Amps~~)) | ((~~$91.80~~)) |
| ((~~Service, 801-1,000 Amps~~)) | ((~~$104.50~~)) |
| ((~~Service, Over 1,000 Amps – Base~~)) | ((~~$104.50~~)) |
| ((~~Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps~~)) | - |
| Temporary Service | ((~~$46.60~~)) $48.20 |

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|---|---|
| Transformer ((– Base)) | $41.00 + $12.70 per 200 Amps or fraction thereof |
| ((Transformer - Variable per 200 Amps or fraction thereof)) | (($12.70)) |
| Generator (emergency, standby, and resource recovery) ((– Base))<br>• Generators of 50 kW or less are considered equivalent to a 200 Amp service. | $41.00 + $12.70 per 200 Amps or fraction thereof |
| ((Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof)) | (($12.70)) |
| *((*Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service))* | ((NA)) |
| Annual Electrical Permit, 12 Inspections/1 - 3 Electricians | (($2,300.00)) $2,379.00 |
| Annual Electrical Permit, 24 Inspections/4 - 6 Electricians | (($4,600.00)) $4,758.00 |
| Annual Electrical Permit, 36 Inspections/7 - 12 Electricians | (($6,900.00)) $7,136.00 |
| Annual Electrical Permit, 52 Inspections/13+ Electricians | (($8,200.00)) $8,481.00 |
| Load Test | (($46.60)) $48.20 |
| Energy Storage Systems | (($52.00)) $53.70 |
| | |
| **Elevator Permit Fees** | **Fee Amount** |
| ((Install: ))Elevator, Escalator, or Moving Walk (($5,000 Value or Less)) Installations, Alterations, and Repairs (except as otherwise state) | (($259.00)) $235+$4.50 per $1,000 job value or fraction thereof |
| ((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Base)) | (($259.00)) |
| ((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Variable per))<br>(($1,000 in valuation over $5,000)) | (($4.10)) |
| ((Install: ))Stair Climber or Platform Lift Installation | (($91.10)) $94.20 |
| ((Install: ))Dumbwaiter or Material Lift Installation | (($184.00)) $190.00 |
| ((Install: ))Temporary Personnel Hoist (Construction Lift) Installation | (($363.00)) $375.00 |
| Operating Permit: Hydraulic Elevator - Annual, Base | (($184.00)) $190.00 |
| Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two | (($22.80)) $23.60 |
| Operating Permit: Cable Elevator - Annual, Base | (($366.00)) $379.00 |
| Operating Permit: Cable Elevator - Annual, Variable per stop over two | (($22.80)) $23.60 |
| Operating Permit: Escalator or Moving Walk | (($366.00)) $379.00 |
| Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber | (($91.10)) $94.20 |
| ((Alteration or Repair: $5,000 Value or Less)) | (($259.00)) |
| ((Alteration or Repair: > $5,000 Value – Base)) | (($259.00)) |
| ((Alteration or Repair: > $5,000 Value – Variable for each $1,000 over $5,000)) | (($4.10)) |
| Elevator Reinspection: Hourly | (($119.00)) $123.00 |

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|---|---|
| Uncorrected Deficiencies (assessed at 90, 120, and 150 days) | ((~~$184.00~~)) $190.00 |
| Document Replacement Fee | ((~~$65.00~~)) $67.20 |
| Temp Hoist: Semi-Annual or Jump Inspection | ((~~$184.00~~)) $190.00 |
| Temp Hoist: Semi-Annual Operating Permit | ((~~$184.00~~)) $190.00 |
| Temporary Operating Permit Fee - Base | ((~~$119.00~~)) $123.00 |
| Temporary Operating Permit Fee – Variable per stop over two | ((~~$15.50~~)) $16.00 |
| Plan Review for Installs and Major Alterations | ((~~$119.00~~)) $123.00 |
| Variance Request w/ Site Visit - Base | ((~~$184.00~~)) $190.00 |
| Variance Request w/ Site Visit - Variable per hour more than two | ((~~$91.10~~)) $94.20 |
| Variance Request via Desk Evaluation (w/o site visit) | ((~~$91.10~~)) $94.20 |
| Technical Advice Site Visit Fee - Base | ((~~$184.00~~)) $190.00 |
| Technical Advice Site Visit Fee – Variable per hour more than two | ((~~$91.10~~)) $94.20 |
| Decommissioning Conveyance Fee | ((~~$184.00~~)) $190.00 |
| Re-Commissioning Conveyance Fee - Base | ((~~$184.00~~)) $190.00 |
| Re-Commissioning Conveyance Fee – Variable per hour more than two | ((~~$91.10~~)) $94.20 |
| Operating a Conveyance w/o Permit: 30 Day Penalty Fee | ((~~$170.00~~)) $176.00 |
| • *Conveyances in operation without a permit more than 120 days may be removed from service by the inspector.* | |
| | |
| **Mechanical Permit Fees** | **Fee Amount** |
| Air Handler (per 10,000 cfm or fraction of) | ((~~$17.60~~))$18.00 |
| Clothes Dryer (Gas) | $15.50 |
| Ductwork System | $15.50 |
| Evaporative Cooler | $15.50 |
| Gas Log | $15.50 |
| Gas Piping: per outlet | $4.20((~~$4.10~~)) |
| Water Heater | $15.50 |
| Hot Water Tank Heat Pump | $15.50 |
| Heat Pump, Compressor, or A/C: less than 15 tons | ((~~$23.80~~))$24.00 |
| Heat Pump, Compressor, or A/C: 15 to 50 tons | ((~~$46.60~~))$47.00 |
| Heat Pump, Compressor, or A/C: Over 50 tons | $78.00 |
| Heating Equipment: 1 to 100,000 BTUs or 32 kW | ((~~$17.60~~))$18.00 |
| Heating Equipment: More than 100,000 BTUs or 32 kW | $26.00 |
| Hood: Type I (per 12 ft or 12 ft portion of hood) | $72.50 |
| Hood: Type II | $15.50 |
| Hydronic Piping: per outlet | $4.20((~~$4.10~~)) |
| Miscellaneous (*items not covered elsewhere*) | $15.50 |
| Propane Tanks | $15.50 |
| Range/Cooking Equipment (Gas) | $15.50 |
| Refrigeration or Absorption System: 1 - 500,000 BTUs | $26.00 |
| Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs | ((~~$46.60~~))$47.00 |
| Refrigeration or Absorption System: Over 1,750,000 BTUs | $78.00 |
| Unlisted or Unused Appliance: Up to 400,000 BTUs | $78.00 |
| Unlisted or Unused Appliance: Over 400,000 BTUs | $130.00 |
| Vent Fans | ((~~$10.40~~))$10.50 |
| Wood/Pellet Stove or Insert | ((~~$41.40~~))$42.00 |

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| • Fees for Electrical Disconnects/Reconnects for HVAC replacements and for thermostat wiring are assessed at the "*Alterations… per circuit*" rate found within the Electrical Permit Fees. | |
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| **Plumbing Permit Fees** | **Fee Amount** |
| Per Plumbing Fixture on a trap<br>• Includes, *but is not limited to*, installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc. | $13.50 |
| Medical Gas Outlet | $13.50 |
| Sewage Ejector | $13.50 |
| Vacuum Breaker/Backflow Device | $13.50 |
| Miscellaneous (plumbing not covered elsewhere)<br>• *Water Heaters are covered within Mechanical Permit Fees* | $13.50 |
| | |
| **Code Enforcement: Existing Building and Conservation Code Fees** | **Fee Amount** |
| General: Bill equal to all costs and expenses incurred by City | Cost Incurred |
| Boarding and Securing | Cost Incurred |
| Property Monitoring | $300.00 |
| Annual Hearing Processing Fee - First Year | $2,000.00 |
| Annual Hearing Processing Fee - Each Subsequent Year | $5,000.00 |
| | |
| **Code Enforcement: Obstruction From Vegetation and Debris Fees** | **Fee Amount** |
| Vegetation and Debris Abatement | Cost Incurred |
| Vegetation and Debris Abatement Surcharge | $250.00 |
| | |
| **Code Enforcement: Existing Building and Conservation Code Fees** | **Fee Amount** |
| Annual Foreclosure Property Registration Fee | $350.00 |
| | |
| **((~~Sidewalk Café Fees~~))** | - |
| ((~~Sidewalk Café Annual Fee~~)) | ((~~$161.00~~)) |
| ((~~Site Modification Review Fee~~)) | ((~~$295.00~~)) |
| ((~~Initial Review Fee~~)) | ((~~$322.00~~)) |
| | |
| **Sidewalk Cafes, Parklets, and Streateries** | **Fee Amount** |
| Annual ((~~License~~)) Permit Fee | ((~~$156.00~~)) $161.00 |
| Site Modification Review Fee | ((~~$285.00~~)) $295.00 |
| Initial Review Fee | ((~~$184.00~~)) $322.00 |
| Refundable Cash Bond for Parklets and Streateries | ((~~$1000.00~~)) $1,034.00 |
| ((~~2-hour zone per square foot per month~~)) | ((~~$3.10~~)) |
| ((~~4-hour and all-day zones per square foot per month~~)) | ((~~$2.10~~)) |
| ((~~Time-restricted fee parking~~)) | ((~~$1.08~~)) |

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| ((~~Device Removal and Replacement Fee - Single Space Meter~~)) | ((~~$62.10~~)) |
| ((~~Device Removal and Replacement Fee - Dual Space Meter~~)) | ((~~$124.00~~)) |
| ((~~Device Removal and Replacement Fee – Kiosk~~)) | ((~~$517.00~~)) |
| Parking Reservation and Device Removal Fees<br>• Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the **Parking Fee Schedule** within SMC 08.02.083. | See SMC 08.02.083 for additional fees |
| | |
| **Streets and Airspace Fees** | **Fee Amount** |
| ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period | ((~~$156.00~~)) $161.00 |
| ROW Obstruction: Long-term (more than 20 days) per square foot per month | ((~~$0.20~~)) $0.30 |
| ROW Obstruction: With Excavation 1-3 Days | ((~~$156.00~~)) $161.00 |
| ROW Obstruction: No Excavation 1-3 Days | ((~~$41.40~~)) $42.80 |
| ROW Obstruction: ((~~No-~~))Each Additional Day | ((~~$20.70~~)) $21.40 |
| Master Annual Permit | Expense based |
| No Fee for Activities Done Under City Contract | $0.00 |
| Traffic Control Plan Review Fee | ((~~$81.00~~)) $83.80 |
| IT Plan Review for Fiber Projects | ((~~$98.40~~)) $102.00 per hour |
| Parking Reservation and Device Removal Fees<br>• Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the **Parking Fee Schedule** within SMC 08.02.083. | See SMC 08.02.083 for additional fees |
| Road Oiling (and other dust palliatives) | ((~~$162.00~~)) $168.00 |
| Obstruction W/O Permit or Exempt Notification | ((~~$518.00~~)) $536.00 |
| Work Beyond Scope of Permit | ((~~$259.00~~)) 268.00 |
| Street Address Assignment | ((~~$15.50~~)) $16.00 |
| Street Address Change | ((~~$63.20~~)) $65.40 |
| Building Move Permit | ((~~$179.00~~)) $185.00 |
| House Move Rescheduling Fee ((~~–~~))<br>• *This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff have already been made.* | $65.00 |
| Street Vacation Application Fee | ((~~$645.00~~)) $667.00 |
| Approach Permit: Commercial | ((~~$54.00~~)) $55.80 |
| Approach Permit: Residential Driveway | ((~~$32.10~~)) $33.20 |
| Skywalk Application to Hearing Examiner | ((~~$7,413.00~~)) $7,667.00 |
| Skywalk Annual Inspection | ((~~$630.00~~)) $630.00 |
| Skywalk Renewal (within 20 years of permit issuance) | ((~~$2,371.00~~)) $2,452.00 |
| | |
| **Oversize or Overweight Movements** | **Fee Amount** |
| Oversize Load - Per 30 Days or fraction of | ((~~$81.00~~)) $83.80 |
| Overweight Load (on specified route) - Per 30 Days or fraction of | ((~~$121.00~~)) $125.00 |

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|---|---|
| Superload - Per Trip | ((~~$121.00~~)) $125.00 |
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| **(Engineering) Private Construction Plan Review Fee Table:** | **Fee Amount** |
| $1 - $10,000 Job Value Fee | $300.00 |
| $10,001 - $50,000 Job Value Fee - Base | $300.00 |
| $10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000 | $15.00 |
| $50,001 - $100,000 Job Value Fee - Base | $900.00 |
| $50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000 | $13.00 |
| $100,001 - $500,000 Job Value Fee - Base | $1,550.00 |
| $100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000 | $10.50 |
| $500,001 - $1,000,000 Job Value Fee - Base | $5,750.00 |
| $500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000 | $9.50 |
| Over $1,000,000 Job Value Fee - Base | $10,500.00 |
| Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000 | $8.75 |
| • The job value fees within this subsection are the amounts for private construction plan reviews, other than reviews of stormwater systems, based on the value of the work as shown. | |
| Additional Review (for excessive plan changes) | ((~~$119.00~~)) $123 per hour |
| On-Site Water Systems Review Fee - outside City limits or no bldg permit | ((~~$259.00~~)) $268.00 |
| On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit | ((~~$259.00~~)) $268.00 |
| Standard (Simple) Stormwater Systems Review: Under 10 lots - Base | ((~~$415.00~~)) $429.00 |
| Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base | ((~~$518.00~~)) $536.00 |
| Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Standard (Simple) Stormwater Systems Review: Over 100 lots - Base | ((~~$725.00~~)) $750.00 |
| Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit | ((~~$259.00~~)) $268.00 |
| Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit | ((~~$518.00~~)) $536.00 |
| Complex Stormwater Systems Review: Under 10 lots - Base | ((~~$518.00~~)) $536.00 |
| Complex Stormwater Systems Review: Under 10 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Complex Stormwater Systems Review: 10 - 100 lots - Base | ((~~$777.00~~)) $804.00 |

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|---|---|
| Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot | ((~~$15.50~~)) $16.00 |
| Complex Stormwater Systems Review: Over 100 lots - Base | ((~~$1036.00~~)) $1,071.00 |
| Complex Stormwater Systems Review: Over 100 lots - Variable per lot | ((~~$15.50~~)) $16.00 |
| Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit | ((~~$518.00~~)) $536.00 |
| Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit | ((~~$1036.00~~)) $1,071.00 |
| Storm Sewer Review ((~~- in accordance with subsection (A) above.~~)) • In accordance with the Job Value Fees associated with this Private Construction Plan Review Fee subsection. | ((~~No Charge~~)) |
| Waiver or Variance Review | ((~~$119.00~~)) $123.00 |
| Site Development Plan Review | ((~~$259.00~~)) $268.00 |
| Traffic Impact Analysis Review Fee | ((~~$208.00~~)) $215.00 |
| Hydraulic Analysis Review Fee | ((~~$601.00~~)) $622.00 |
| | |
| **(Engineering) Private Construction Inspection Fee Table:** | **Fee Amount** |
| $1 - $5,000 Job Value Fee | $500.00 |
| $5,001 - $10,000 Job Value Fee | $1,000.00 |
| $10,001 - $50,000 Job Value Fee - Base | $1,000.00 |
| $10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000 | $25.00 |
| $50,001 - $100,000 Job Value Fee - Base | $2,000.00 |
| $50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000 | $20.00 |
| $100,001 - $500,000 Job Value Fee - Base | $3,000.00 |
| $100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000 | $15.00 |
| $500,001 - $1,000,000 Job Value Fee - Base | $9,000.00 |
| $500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000 | $10.00 |
| Over $1,000,000 Job Value Fee - Base | $14,000.00 |
| Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000 | $5.00 |
| Non-Typical, Specialty Project Inspection | ((~~$119.00~~)) $123.00 |
| Non-Typical, Specialty Project Overtime Inspection | 1.5x the Inspection Fee(s) |
| Non-Typical, Specialty Project Survey Crew Inspection | ((~~$119.00~~)) $123.00 |
| Non-Typical, Specialty Project Survey Crew Overtime Inspection | 1.5x the Inspection Fee(s) |
| | |
| **Multi-Family Housing Property Tax Incentive Program** | **Fee Amount** |
| Multi-Family Tax Exemption (MFTE) Application | $1,000.00 |
| MFTE Extension Application | $1,000.00 |
| MFTE Final Certificate | $2,000.00 |
| MFTE Final Certificate Conversion from 12 to 8 year | $500.00 |
| | |

| **Shorelines Management** | **Fee Amount** |
|---|---|
| $2,500 - $10,000 Project Value Fee | ((~~$1,243.00~~)) $1,286.00 |
| $10,001 - $50,000 Project Value Fee | ((~~$1,657.00~~)) $1,714.00 |
| $50,001 - $250,000 Project Value Fee | ((~~$3,106.00~~)) $3,212.00 |
| $250,001 - $1,000,000 Project Value Fee | ((~~$6,005.00~~)) $6,211.00 |
| Over $1,000,000 Project Value Fee - Base | ((~~$7,248.00~~)) $7,496.00 |
| Over $1,000,000 Project Value Fee - Variable | 0.1% of project valuation |
| Variance Fee | ((~~$2,382.00~~)) $2,464.00 |
| Conditional Use Fee | ((~~$2,071.00~~)) $2,142.00 |
| Pre-Submittal Review | ((~~$622.00~~)) $643.00 |
| Shoreline Exemption Fee | ((~~$622.00~~)) $643.00 |
| Permit Amendment Fee | 80% of fee in this schedule |
| | |
| **Plats** | **Fee Amount** |
| One-Year Extension of Preliminary Plat Approval | ((~~$518.00~~)) $536.00 |
| Phasing of Approved Preliminary Plat | ((~~$622.00~~)) $643.00 |
| Vacation of Approved Preliminary Plat | ((~~$829.00~~)) $857.00 |
| Final Long Plat - Base | ((~~$3,422.00~~)) $3,539.00 |
| Final Long Plat - Additional fee per lot | ((~~$30.00~~)) $31.00 |
| Alteration of Approved Preliminary, Final Long Plat or BSP | 80% of fee in this schedule |
| Final Short Plat Filing Fee | ((~~$2,352.00~~)) $2,433.00 |
| Final Short Plat Filing Fee - Additional fee per lot | ((~~$30.00~~)) $31.00 |
| Final Short Plat Filing Fee with Minor Engineering Review | ((~~$350.00~~)) $362.00 |
| Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot | ((~~$30.00~~)) $31.00 |
| Final Binding Site Plan | ((~~$3,075.00~~)) $3,180.00 |
| Final Binding Site Plan - fee per additional acre | ((~~$30.00~~)) $31.00 |
| Boundary Line Adjustment Filing Fee | ((~~$384.00~~)) $397.00 |
| Street Name Change | ((~~$2,589.00~~)) $2,678.00 |
| Use of Planning Staff Not Covered by Plat Fees | ((~~$119.00~~)) $123.00 |
| Concurrency Inquiry Application | ((~~$208.00~~)) $215.00 |
| | |
| **Zoning** | **Fee Amount** |
| Staff Preparation of Notification Map and Associated Documents | ((~~$215.00~~)) $222.00 |

| | |
|---|---|
| Type I Application | ((~~$1,124.00~~)) $1,163.00 |
| Type II Application | ((~~$4,478.00~~)) $4,631.00 |
| Type II Application - per additional acre | ((~~$62.10~~)) $64.20 |
| Type II Application with Minor Engineering Review | ((~~$1,124.00~~)) $1,163.00 |
| Type III Application | ((~~$4,752.00~~)) $4,915.00 |
| Type III Application - per additional acre | ((~~$223.00~~)) $231.00 |
| Site Plan Review and/or Modification | ((~~$844.00~~)) $873.00 |
| Site Plan Review and/or Modification - per additional 10 acres | ((~~$570.00~~)) $590.00 |
| Planned Unit Development (PUD) Bonus Density | ((~~$912.00~~)) $943.00 |
| Final PUD | ((~~$3,412.00~~)) $3,529.00 |
| Temporary Use Permit | ((~~$699.00~~)) $723.00 |
| Floodplain Development Permit | ((~~$1,180.00~~)) $1,220.00 |
| Floodplain Development Permit -per additional acre | ((~~$57.00~~)) $59.00 |
| Formal Written Interpretation of Zoning Code | ((~~$753.00~~)) $779.00 |
| Public Hearing for Other Matters | ((~~$1,962.00~~)) $2,029.00 |
| Use of Planning Staff Not Covered by Above Fees - Hourly | ((~~$119.00~~)) $123.00 |
| Zoning Verification Letter | ((~~$119.00~~)) $123.00 |
| | |
| **Design Review** | **Fee Amount** |
| Design Review by Urban Design Staff | $600.00 |
| Design Review by Design Review Board | $1,275.00 |
| | |
| **Comprehensive Plan and Land Use Code Amendments** | **Fee Amount** |
| Threshold Review Fee | ((~~$500.00~~)) $517.00 |
| Comp Plan, Map, Text, or other Land Use Code Amendment - Base | ((~~$7,000.00~~)) $7,240.00 |
| Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres | ((~~$1,075.00~~)) $1,112.00 |
| Use of Planning Staff Not Covered by Above Fees | ((~~$119.00~~)) $123.00 |
| Formal Written Interpretation of Comp Plan | ((~~$1,075.00~~)) $1,112.00 |
| | |
| **Short Term Rental License Fee** | |
| Registration for STR - Residential Zone - Application | $260.00((~~$207.00~~)) |
| Registration for STR - Residential Zone - Renewal | $130.00((~~$103.00~~)) |
| Registration for STR - Other Zone - Application | $390.00((~~$310.00~~)) |
| Registration for STR - Other Zone - Renewal | $195.00((~~$155.00~~)) |
| | |
| **Temporary Disaster Housing Program** | **Fee Amount** |
| Emergency Encroachment Permit | $0.00 |

| | |
|---|---|
| Temporary Disaster Housing Program Registration | $0.00 |
| • No City land use application, zoning review, temporary-use permit, registration, or similar administrative processing fee shall be charged for a Temporary Disaster Housing Registration or an Emergency Encroachment Permit | |

RES 2026-0077 (WILKERSON AMENDMENT) (11-04-26)

PURPOSE OF AMENDMENT: If adopted, this amendment will substitute the existing fee schedule attached to the proposed public rule with the Development Fee Schedule attached hereto. The revised fee schedule changes page 5 to read “Renewal.Fees for Expired Permits” and removes references on page 5 to “reapplication” fees.

Strike the fee schedule attached to the proposed public rule and substitute the attached “Development Fee Schedule Effective January 1, 2027” in its place.

# Development Fee Schedule
## Effective January 1, 202((~~6~~))7

Automatic Annual Adjustment

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

Building permit fees tied to job valuations shall not be included in the annual automatic adjustment because construction cost inflation and the scaling of those fees provide self-adjusting mechanisms to help offset associated labor and material cost changes((~~updates occur semi-annually through the International Code Council (ICC) published updates~~)).

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

| ((~~Development Fee Schedule~~)) | ((~~Fee Amount~~)) |
|---|---|
| Shared Fees | Fee Amount |
| Processing/Application Fee (except as otherwise identified) | $65.00 |
| Technology Fee for Planning and Land Use Actions | 2.50% |
| Technology Fee for Building and Elevator Permits<br>• Applicable to permits reviewed and/or inspected primarily in accordance with Building and Elevator Codes. | $8.50 |
| Technology Fee for Trade Permits, Trade Licenses, and Non-Permit Actions<br>• Applicable to Permits reviewed and/or inspected primarily in accordance with Mechanical, Electrical, and Plumbing codes; Trade Licenses; and Applications other than those for Land Use Actions that do not authorize work to be performed. | $2.00 |
| Technology Fee for Engineering Permits<br>• Applicable to permits generally reviewed and/or inspected for work within the City right-of-way or involving City utilities. | $5.00 |
| Development Services Review Fee | ((~~$119.00~~)) $123.00 |

| | |
|---|---|
| Trade Review | ((~~$119.00~~)) $123 per hour |
| Additional, Excessive, and Phased Reviews | 50% Original Review Fee |
| • To ensure a streamlined review process, all plan resubmittals must be complete and address all previously identified comments. New or additional plan review fees will be charged if the resubmittal necessitates a comprehensive re-evaluation from the reviewing departments. This is typically triggered by substantial changes to the project scope, or if the resubmittal fails to adequately address comments after two (2) resubmittals under the initial fee.<br>• Based on the nature and extent of the revisions, resubmissions will be processed as either a resubmittal under the original permit application with the above fee or an hourly fee; or it may require a new permit application with a full review fee.<br>• We encourage pre-application meetings to discuss your project and avoid potential delays or additional fees due to incomplete submittals and resubmittals. | |
| Additional, Excessive, and Phased Inspections | ((~~$109.00~~)) $123.00 |
| Inspection Outside Normal Working Hours (2-hr minimum) | ((~~$119.00~~)) $123 per hour |
| Re-Inspection Fee | ~~((~~$156.00~~))~~ $161.00 |
| Permit or Application Extension Fee | ((~~$46.60~~)) $48.20 |
| Work Beyond Scope of Permit | ~~((~~$156.00~~))~~ $161.00 |
| Work Done Without Permit/Investigative Fees - Greater Of: | 2x the Inspection Fee(s) or $322 |
| Refund Administration Fees ((~~- Plan Review and Processing/Application Fees are non-refundable, no refunds of less than $30 unless City error.~~))<br>Unless due to error by Development Services:<br>• Processing and Application Fees are non-refundable.<br>• Review Fees are non-refundable once any plan review has begun.<br>• Cumulative amounts less than $35.00 on a single permit are not eligible for refund. | N/A |
| State Building Code Fee | State Determined ((~~Fee~~)) |
| Recording Fee | County Determined ((~~Fee~~)) |
| | |
| State Environmental Policy Act (SEPA) | Fee Amount |
| SEPA Environmental Checklist Initial Review | ((~~$518.00~~)) $536.00 |
| Threshold Determination of MDNS | ((~~$337.00~~)) $349.00 |
| Threshold Determination Resulting in Declaration of Significance | Actual Cost |

| | |
|---|---|
| Threshold Determination Resulting in Declaration of Significance - Deposit | ((~~$3,365.00~~)) $3,480.00 |
| Public Notice | Actual Cost |
| Environmental Document Reproduction | Actual Cost |
| | |
| Appeal Fees | Fee Amount |
| Appeal of Administrative Decision to Hearing Examiner | ((~~$363.00~~)) $2,000.00 |
| Exception: Junk Vehicle Determination Appeal | ((~~$208.00~~)) $215.00 |
| Appeal of Hearing Examiner Decision to City Council | ((~~$725.00~~)) $2,500.00 |
| Appeal Preparation Fee | Actual Cost |
| Request for Reconsideration | ((~~$259.00~~)) $500.00 |
| | |
| Blasting Licenses and Permits | Fee Amount |
| Blaster's License | $57.00 |
| Blasting Permit | ((~~$285.00~~)) $295.00 |
| | |
| Boiler and Gas Heating Mechanic License Fees | Fee Amount |
| License Application and Examination Fee | $114.00 |
| Annual License Fee | $57.00 |
| • ((~~Annual Inspector License Fee~~))No charge for City Inspectors and City Exam Proctors | ((~~$57.00~~)) |
| | |
| Boiler Installation Inspection Fees | Fee Amount |
| Low Pressure & Hot Water Boiler < 500,000 BTUs | ((~~$163.00~~)) $169.00 |
| LP & HWB 500,000 to < 2,000,000 BTUs | ((~~$275.00~~)) $284.00 |
| LP & HWB 2,000,000 BTUs and greater | ((~~$440.00~~)) $455.00 |
| Power Boilers < 1,000,000 BTUs | ((~~$440.00~~)) $455.00 |
| Power Boilers from 1,000,000 to < 5,000,000 BTUs | ((~~$880.00~~)) $910.00 |
| Power Boilers 5,000,000 BTUs and greater - Base | ((~~$880.00~~)) $910.00 |
| Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs | ((~~$26.00~~)) $26.90 |
| Electric Boiler less than or equal to 250 kw | ((~~$259.00~~)) $268.00 |
| Unfired Pressure Vessel | ((~~$62.10~~)) $64.20 |
| | |
| Boiler Operating Permit & Accessory Fees | Fee Amount |
| Boilers - Base City Inspected Operating Permit Fee | ((~~$88.00~~)) $91.00 |
| Boilers - per Vessel | ((~~$36.20~~)) $37.40 |
| Hydrostatic Pressure Test | ((~~$150.00~~)) $155.00 |
| Repair Inspections - Hourly | ((~~$119.00~~)) $123.00 |
| | |
| Building Permit Fees | Fee Amount |
| $1 - $2,000 Job Value Fee - Base | $73.00 |
| $2,001 - $25,000 Job Value Fee - Base | $73.00 |
| $2,001 - $25,000 Job Value Fee - Variable per $1000 over $2000 | $13.00 |
| $25,001 - $50,000 Job Value Fee - Base | $372.00 |
| $25,001 - $50,000 Job Value Fee - Variable per $1000 over $25,000 | $10.00 |

| | |
|---|---|
| $50,001 - $100,000 Job Value Fee - Base | $622.00 |
| $50,001 - $100,000 Job Value Fee - Variable per $1000 over $50,000 | $7.00 |
| $100,001 - $500,000 Job Value Fee - Base | $972.00 |
| $100,001 - $500,000 Job Value Fee - Variable per $1000 over $100,000 | $5.00 |
| $500,001 - $1,000,000 Job Value Fee - Base | $2,972.00 |
| $500,001 - $1,000,000 Job Value Fee - Variable per $1000 over $500,000 | $4.00 |
| Over $1,000,000 Job Value Fee - Base | $4,972.00 |
| Over $1,000,000 Job Value Fee - Variable per $1000 over $1,000,000 | $3.00 |
| Plan Review for Commercial & Multi-Family over 2 units | 65% of Job Value Fee |
| Fast Track Plan Review Fee | 125% of Job Value Fee |
| Early Start and Fast Track Approval | 25% Additional fee |
| Stock Plan Review Fee | 25% of Job Value Fee |
| Reduced Plan Review Fee | 25% of Job Value Fee |
| • Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings. | |
| Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes | 50% of Job Value Fee |
| Plan Review for SFR & Duplex Alterations, Additions, and Accessory Structures ((~~& Additions~~)) | 25% of Job Value Fee ($123.00 minimum) |
| Revision Review Fee - Hourly | $123.00 per hour |
| ((~~Plan Review for SFR & Duplex Accessory Structure Remodels~~)) | ((~~25% of Job Value Fee~~)) |
| Demolition of SFR or Duplex | ((~~$46.60~~)) $48.20 |
| Demolition of Other Structures - Per 1,000 Sq Ft ((~~- [maximum fee $450]~~)) | ((~~$46.60~~)) $48.20 ($482.00 maximum) |
| Demolition of Residential Accessory Structures - (i.e. ~~garages((;)) and pools) | ((~~$36.20~~)) $37.40 |
| • Additional fees may be required for historically eligible or listed properties in accordance with Historic Preservation's Fee Schedule | |
| Demolition Permit for structures damaged in the Spokane Complex Fires of 2026<br>• Processing and Technology Fees shall be waived for Demolition Permits on properties impacted by the Spokane Complex Fires.<br>• ~~-~~ The $6.50 State Building Code Fee will apply as applicable to State of Washington regulations.((<br>• ~~No Processing Fee or Technology Fee will be added; only addition of the $6.50 State Building Code Fee~~)) | $28.50 |
| Fence Permit Fee per 100 linear feet or fraction thereof | $20.00 |
| Grading Permit Fee for 10,000 cubic yards or less | ((~~$150.00~~)) $155.00 |
| Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof | ((~~$31.10~~)) $32.20 |
| Grading Plan Review for 1,000 cubic yards or less | ((~~$78.00~~)) $80.00 |

| | |
|---|---|
| Grading Plan Review for 1,001 - 100,000 cubic yards | ((~~$197.00~~)) $204.00 |
| Grading Plan Review for each 10,000 cubic yards over 100,000 | ((~~$10.40~~)) $10.70 |
| Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign | ((~~$48.70~~)) $50.40 |
| Sign Permit Fee for Pole and Billboard - Per Sign | ((~~$121.00~~)) $125.00 |
| Sign Review Fee | ((~~$119.00~~)) $123.00 |
| Factory Built Housing - Per Section | ((~~$78.00~~)) $80.70 |
| Manufactured (Mobile) Home - Per Section | ((~~$78.00~~)) $80.70 |
| Temporary Structures - 1st 180 days | ((~~$259.00~~)) $268.00 |
| Temporary Structures - 2nd 180 days | ((~~$570.00~~)) $590.00 |
| Relocation Determination Fee | ((~~$78.00~~)) $80.70 |
| Swimming Pool Permit Fee (when accessory to SFR or Duplex) | ((~~$98.40~~)) $102.00 |
| Swimming Pool Permit Fee (for all others) | ((~~$223.00~~)) $231.00 |
| Adult Family Home Inspection | ((~~$254.00~~)) $263.00 |
| Family Home Child Care Capacity Inspection | ((~~$254.00~~)) $263.00 |
| Safety Inspection - Commercial Building - Per hour (2-hr minimum) | ((~~$119.00~~)) $123 per hour |
| Safety Inspection – ((~~SFR~~))Single Dwelling Unit, Electrical Only | ((~~$98.40~~))$102.00 |
| Safety Inspection – ((~~SFR, 2 or more categories~~)) Single Dwelling Unit | ((~~$197.00~~)) $204.00 |
| ((~~Safety Inspection – Duplex~~)) | ((~~$263.00~~)) |
| ((~~Safety Inspection - Multi-Family 3 to 6 units~~)) | ((~~$338.00~~)) |
| ((~~Safety Inspection - Multi-Family over 6 units – Base~~)) | ((~~$338.00~~)) |
| Safety Inspection – ((~~Multi-Family over 6 units – Variable per unit over 6~~)) Per Additional Dwelling Unit over 1 | ((~~$36.20~~)) $37.00 |
| Electrical Service Reconnect - Residence | ((~~$41.40~~)) $41.00 |
| Electrical Service Reconnect - Commercial | $41.00 + $12.70 per 200 Amps or fraction thereof |
| | |
| Renewal Fees for Expired Permits | |
| Expired Building Permit Renewal when No Inspections | 100% of Permit Fee |
| Expired Building Permit Renewal when Foundation Approved | 75% of Permit Fee |
| Expired Building Permit Renewal when All Rough-ins Approved | 25% of Permit Fee |
| Expired Building Permit Renewal with Additional Work | Job Value Fee |
| Expired Plumbing Permit Renewal when No Inspections | 100% of Permit Fee |
| Expired Plumbing Permit Renewal when Top Outs Approved | 25% of Permit Fee |
| Expired Mechanical Permit Renewal when No Inspections | 100% of Permit Fee |
| Expired Mechanical Permit Renewal when Rough-Ins Approved | 25% of Permit Fee |
| Expired Electrical Permit Renewal when No Inspections | 100% of Permit Fee |
| Expired Electrical Permit Renewal when Rough-Ins/Service Approved | 25% of Permit Fee |
| | |
| Certificate of Occupancy Fees | Fee Amount |
| For Change of Occupancy when no work is required | ((~~$93.20~~)) $96.40 |
| Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee) | ((~~$518.00~~)) $536.00 |
| Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee) | ((~~$259.00~~)) $268.00 |

| | |
|---|---|
| Solar Permit Fees | Fee Amount |
| SFR-Duplex Solar Plan Review Fee (DSC) | ((~~$78.00~~)) $80.00 |
| SFR-Duplex Solar Inspection Fee (DSC) | ((~~$156.00~~)) $160.00 |
| MFCOM Solar Plan Review Fee (DSC) | 65% of Job Value Fee |
| MFCOM Solar Inspection Fee (DSC) | Job Value Based |
| Electrical fees assessed as applicable to the scope of work | See Electrical Fees |
| • Fire Review and Inspection Fees assessed in accordance with the Fire Codes | ((~~See Fire Code~~)) See SMC 08.02.034 for current Fire Dept Fees |
| | |
| Electrical Permit Fees | Fee Amount |
| Services: New and Altered (per service and service size)<br>• Service Fees are for the service installation, relocation, or alteration only. Fees for associated feeders, circuits, etc. are assessed separately and in addition to the fee for the Service. | $41.00 + $12.70 per 200 Amps or fraction thereof |
| Service, Over 600V, Surcharge | ((~~$62.10~~)) $64.20 |
| Feeder or Subpanel | ((~~$20.70~~)) $21.40 |
| New Square Footage up to 5000 sq ft - Variable per 100 sq ft | ((~~$5.00~~)) $5.10 |
| New Square Footage over 5,000 sq ft - Base | ((~~$250.00~~)) $255.00 |
| New Square Footage over 5,000 sq ft - Variable per 100 sq. ft. | ((~~$3.00~~)) $3.10 |
| Alterations/Wiring of Existing Space (per circuit) | ((~~$7.20~~)) $7.40 |
| Alarms, Telecommunications, and Other Low-Voltage Control Circuits and Systems (per 2,500 sq. ft.) | ((~~$13.50~~)) $14.00 |
| Ground Work-Ground Ufer | ((~~$31.10~~)) $32.20 |
| Extensive Ground Work | ((~~$109.00~~)) $113.00 |
| Light Standard | ((~~$10.40~~)) $10.70 |
| ((~~Service, 1-200 Amps~~)) | ((~~$53.70~~)) |
| ((~~Service, 201-400 Amps~~)) | ((~~$66.40~~)) |
| ((~~Service, 401-600 Amps~~)) | ((~~$79.10~~)) |
| ((~~Service, 601-800 Amps~~)) | ((~~$91.80~~)) |
| ((~~Service, 801-1,000 Amps~~)) | ((~~$104.50~~)) |
| ((~~Service, Over 1,000 Amps – Base~~)) | ((~~$104.50~~)) |
| ((~~Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps~~)) | - |
| Temporary Service | ((~~$46.60~~)) $48.20 |
| Transformer ((~~– Base~~)) | $41.00 + $12.70 per 200 Amps or fraction thereof |
| ((~~Transformer - Variable per 200 Amps or fraction thereof~~)) | ((~~$12.70~~)) |
| Generator (emergency, standby, and resource recovery) ((~~– Base~~))<br>• Generators of 50 kW or less are considered equivalent to a 200 Amp service. | $41.00 + $12.70 per 200 Amps or fraction thereof |
| ((~~Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof~~)) | ((~~$12.70~~)) |

| | |
|---|---|
| ((*Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service)) | ((NA)) |
| Annual Electrical Permit, 12 Inspections/1 - 3 Electricians | (($2,300.00)) $2,379.00 |
| Annual Electrical Permit, 24 Inspections/4 - 6 Electricians | (($4,600.00)) $4,758.00 |
| Annual Electrical Permit, 36 Inspections/7 - 12 Electricians | (($6,900.00)) $7,136.00 |
| Annual Electrical Permit, 52 Inspections/13+ Electricians | (($8,200.00)) $8,481.00 |
| Load Test | (($46.60)) $48.20 |
| Energy Storage Systems | (($52.00)) $53.70 |
| | |
| Elevator Permit Fees | Fee Amount |
| ((Install: ))Elevator, Escalator, or Moving Walk (($5,000 Value or Less)) Installations, Alterations, and Repairs (except as otherwise state) | (($259.00)) $235+$4.50 per $1,000 job value or fraction thereof |
| ((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Base)) | (($259.00)) |
| ((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Variable per)) (($1,000 in valuation over $5,000)) | (($4.10)) |
| ((Install: ))Stair Climber or Platform Lift Installation | (($91.10)) $94.20 |
| ((Install: ))Dumbwaiter or Material Lift Installation | (($184.00)) $190.00 |
| ((Install: ))Temporary Personnel Hoist (Construction Lift) Installation | (($363.00)) $375.00 |
| Operating Permit: Hydraulic Elevator - Annual, Base | (($184.00)) $190.00 |
| Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two | (($22.80)) $23.60 |
| Operating Permit: Cable Elevator - Annual, Base | (($366.00)) $379.00 |
| Operating Permit: Cable Elevator - Annual, Variable per stop over two | (($22.80)) $23.60 |
| Operating Permit: Escalator or Moving Walk | (($366.00)) $379.00 |
| Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber | (($91.10)) $94.20 |
| ((Alteration or Repair: $5,000 Value or Less)) | (($259.00)) |
| ((Alteration or Repair: > $5,000 Value – Base)) | (($259.00)) |
| ((Alteration or Repair: > $5,000 Value – Variable for each $1,000 over $5,000)) | (($4.10)) |
| Elevator Reinspection: Hourly | (($119.00)) $123.00 |
| Uncorrected Deficiencies (assessed at 90, 120, and 150 days) | (($184.00)) $190.00 |
| Document Replacement Fee | (($65.00)) $67.20 |
| Temp Hoist: Semi-Annual or Jump Inspection | (($184.00)) $190.00 |
| Temp Hoist: Semi-Annual Operating Permit | (($184.00)) $190.00 |
| Temporary Operating Permit Fee - Base | (($119.00)) $123.00 |
| Temporary Operating Permit Fee – Variable per stop over two | (($15.50)) $16.00 |
| Plan Review for Installs and Major Alterations | (($119.00)) $123.00 |
| Variance Request w/ Site Visit - Base | (($184.00)) $190.00 |
| Variance Request w/ Site Visit - Variable per hour more than two | (($91.10)) $94.20 |
| Variance Request via Desk Evaluation (w/o site visit) | (($91.10)) $94.20 |
| Technical Advice Site Visit Fee - Base | (($184.00)) $190.00 |
| Technical Advice Site Visit Fee – Variable per hour more than two | (($91.10)) $94.20 |
| Decommissioning Conveyance Fee | (($184.00)) $190.00 |

| | |
|---|---|
| Re-Commissioning Conveyance Fee - Base | ((~~$184.00~~)) $190.00 |
| Re-Commissioning Conveyance Fee – Variable per hour more than two | ((~~$91.10~~)) $94.20 |
| Operating a Conveyance w/o Permit: 30 Day Penalty Fee | ((~~$170.00~~)) $176.00 |
| • Conveyances in operation without a permit more than 120 days may be removed from service by the inspector. | |
| | |
| Mechanical Permit Fees | Fee Amount |
| Air Handler (per 10,000 cfm or fraction of) | ((~~$17.60~~))$18.00 |
| Clothes Dryer (Gas) | $15.50 |
| Ductwork System | $15.50 |
| Evaporative Cooler | $15.50 |
| Gas Log | $15.50 |
| Gas Piping: per outlet | $4.20((~~$4.10~~)) |
| Water Heater | $15.50 |
| Hot Water Tank Heat Pump | $15.50 |
| Heat Pump, Compressor, or A/C: less than 15 tons | ((~~$23.80~~))$24.00 |
| Heat Pump, Compressor, or A/C: 15 to 50 tons | ((~~$46.60~~))$47.00 |
| Heat Pump, Compressor, or A/C: Over 50 tons | $78.00 |
| Heating Equipment: 1 to 100,000 BTUs or 32 kW | ((~~$17.60~~))$18.00 |
| Heating Equipment: More than 100,000 BTUs or 32 kW | $26.00 |
| Hood: Type I (per 12 ft or 12 ft portion of hood) | $72.50 |
| Hood: Type II | $15.50 |
| Hydronic Piping: per outlet | $4.20((~~$4.10~~)) |
| Miscellaneous (items not covered elsewhere) | $15.50 |
| Propane Tanks | $15.50 |
| Range/Cooking Equipment (Gas) | $15.50 |
| Refrigeration or Absorption System: 1 - 500,000 BTUs | $26.00 |
| Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs | ((~~$46.60~~))$47.00 |
| Refrigeration or Absorption System: Over 1,750,000 BTUs | $78.00 |
| Unlisted or Unused Appliance: Up to 400,000 BTUs | $78.00 |
| Unlisted or Unused Appliance: Over 400,000 BTUs | $130.00 |
| Vent Fans | ((~~$10.40~~))$10.50 |
| Wood/Pellet Stove or Insert | ((~~$41.40~~))$42.00 |
| • Fees for Electrical Disconnects/Reconnects for HVAC replacements and for thermostat wiring are assessed at the "Alterations… per circuit" rate found within the Electrical Permit Fees. | |
| | |
| Plumbing Permit Fees | Fee Amount |
| Per Plumbing Fixture on a trap<br>• Includes, but is not limited to, installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc. | $13.50 |
| Medical Gas Outlet | $13.50 |
| Sewage Ejector | $13.50 |

| | |
|---|---|
| Vacuum Breaker/Backflow Device | $13.50 |
| Miscellaneous (plumbing not covered elsewhere)<br>• Water Heaters are covered within Mechanical Permit Fees | $13.50 |
| | |
| Code Enforcement: Existing Building and Conservation Code Fees | Fee Amount |
| General: Bill equal to all costs and expenses incurred by City | Cost Incurred |
| Boarding and Securing | Cost Incurred |
| Property Monitoring | $300.00 |
| Annual Hearing Processing Fee - First Year | $2,000.00 |
| Annual Hearing Processing Fee - Each Subsequent Year | $5,000.00 |
| | |
| Code Enforcement: Obstruction From Vegetation and Debris Fees | Fee Amount |
| Vegetation and Debris Abatement | Cost Incurred |
| Vegetation and Debris Abatement Surcharge | $250.00 |
| | |
| Code Enforcement: Existing Building and Conservation Code Fees | Fee Amount |
| Annual Foreclosure Property Registration Fee | $350.00 |
| | |
| ((~~Sidewalk Café Fees~~)) | - |
| ((~~Sidewalk Café Annual Fee~~)) | ((~~$161.00~~)) |
| ((~~Site Modification Review Fee~~)) | ((~~$295.00~~)) |
| ((~~Initial Review Fee~~)) | ((~~$322.00~~)) |
| | |
| Sidewalk Cafes, Parklets, and Streateries | Fee Amount |
| Annual ((~~License~~)) Permit Fee | ((~~$156.00~~)) $161.00 |
| Site Modification Review Fee | ((~~$285.00~~)) $295.00 |
| Initial Review Fee | ((~~$184.00~~)) $322.00 |
| Refundable Cash Bond for Parklets and Streateries | ((~~$1000.00~~)) $1,034.00 |
| ((~~2-hour zone per square foot per month~~)) | ((~~$3.10~~)) |
| ((~~4-hour and all-day zones per square foot per month~~)) | ((~~$2.10~~)) |
| ((~~Time-restricted fee parking~~)) | ((~~$1.08~~)) |
| ((~~Device Removal and Replacement Fee - Single Space Meter~~)) | ((~~$62.10~~)) |
| ((~~Device Removal and Replacement Fee - Dual Space Meter~~)) | ((~~$124.00~~)) |
| ((~~Device Removal and Replacement Fee – Kiosk~~)) | ((~~$517.00~~)) |
| Parking Reservation and Device Removal Fees<br>• Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the Parking Fee Schedule within SMC 08.02.083. | ©¾¿© 9 ¿□ ] □ ] □□□<br>Ë ¬ ï ×× ¬ ï Ï Ë ¾ ¬ |
| | |
| Streets and Airspace Fees | Fee Amount |
| ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period | ((~~$156.00~~)) $161.00 |
| ROW Obstruction: Long-term (more than 20 days) per square foot per month | ((~~$0.20~~)) $0.30 |
| ROW Obstruction: With Excavation 1-3 Days | ((~~$156.00~~)) $161.00 |

| | |
|---|---|
| ROW Obstruction: No Excavation 1-3 Days | ((~~$41.40~~)) $42.80 |
| ROW Obstruction: ((~~No-~~))Each Additional Day | ((~~$20.70~~)) $21.40 |
| Master Annual Permit | Expense based |
| No Fee for Activities Done Under City Contract | $0.00 |
| Traffic Control Plan Review Fee | ((~~$81.00~~)) $83.80 |
| IT Plan Review for Fiber Projects | ((~~$98.40~~)) $102.00 per hour |
| Parking Reservation and Device Removal Fees<br>• Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the Parking Fee Schedule within SMC 08.02.083. | [illegible] |
| Road Oiling (and other dust palliatives) | ((~~$162.00~~)) $168.00 |
| Obstruction W/O Permit or Exempt Notification | ((~~$518.00~~)) $536.00 |
| Work Beyond Scope of Permit | ((~~$259.00~~)) 268.00 |
| Street Address Assignment | ((~~$15.50~~)) $16.00 |
| Street Address Change | ((~~$63.20~~)) $65.40 |
| Building Move Permit | ((~~$179.00~~)) $185.00 |
| House Move Rescheduling Fee ((~~—~~))<br>• This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff have already been made. | $65.00 |
| Street Vacation Application Fee | ((~~$645.00~~)) $667.00 |
| Approach Permit: Commercial | ((~~$54.00~~)) $55.80 |
| Approach Permit: Residential Driveway | ((~~$32.10~~)) $33.20 |
| Skywalk Application to Hearing Examiner | ((~~$7,413.00~~)) $7,667.00 |
| Skywalk Annual Inspection | ((~~$630.00~~)) $630.00 |
| Skywalk Renewal (within 20 years of permit issuance) | ((~~$2,371.00~~)) $2,452.00 |
| | |
| Oversize or Overweight Movements | Fee Amount |
| Oversize Load - Per 30 Days or fraction of | ((~~$81.00~~)) $83.80 |
| Overweight Load (on specified route) - Per 30 Days or fraction of | ((~~$121.00~~)) $125.00 |
| Superload - Per Trip | ((~~$121.00~~)) $125.00 |
| | |
| (Engineering) Private Construction Plan Review Fee Table: | Fee Amount |
| $1 - $10,000 Job Value Fee | $300.00 |
| $10,001 - $50,000 Job Value Fee - Base | $300.00 |
| $10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000 | $15.00 |
| $50,001 - $100,000 Job Value Fee - Base | $900.00 |
| $50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000 | $13.00 |
| $100,001 - $500,000 Job Value Fee - Base | $1,550.00 |
| $100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000 | $10.50 |
| $500,001 - $1,000,000 Job Value Fee - Base | $5,750.00 |

| | |
|---|---|
| $500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000 | $9.50 |
| Over $1,000,000 Job Value Fee - Base | $10,500.00 |
| Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000 | $8.75 |
| • The job value fees within this subsection are the amounts for private construction plan reviews, other than reviews of stormwater systems, based on the value of the work as shown. | |
| Additional Review (for excessive plan changes) | ((~~$119.00~~)) $123 per hour |
| On-Site Water Systems Review Fee - outside City limits or no bldg permit | ((~~$259.00~~)) $268.00 |
| On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit | ((~~$259.00~~)) $268.00 |
| Standard (Simple) Stormwater Systems Review: Under 10 lots - Base | ((~~$415.00~~)) $429.00 |
| Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base | ((~~$518.00~~)) $536.00 |
| Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Standard (Simple) Stormwater Systems Review: Over 100 lots - Base | ((~~$725.00~~)) $750.00 |
| Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit | ((~~$259.00~~)) $268.00 |
| Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit | ((~~$518.00~~)) $536.00 |
| Complex Stormwater Systems Review: Under 10 lots - Base | ((~~$518.00~~)) $536.00 |
| Complex Stormwater Systems Review: Under 10 lots - Variable per lot | ((~~$10.40~~)) $10.70 |
| Complex Stormwater Systems Review: 10 - 100 lots - Base | ((~~$777.00~~)) $804.00 |
| Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot | ((~~$15.50~~)) $16.00 |
| Complex Stormwater Systems Review: Over 100 lots - Base | ((~~$1036.00~~)) $1,071.00 |
| Complex Stormwater Systems Review: Over 100 lots - Variable per lot | ((~~$15.50~~)) $16.00 |
| Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit | ((~~$518.00~~)) $536.00 |
| Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit | ((~~$1036.00~~)) $1,071.00 |
| Storm Sewer Review ((~~- in accordance with subsection (A) above.~~)) • In accordance with the Job Value Fees associated with this Private Construction Plan Review Fee subsection. | ((~~No Charge~~)) |
| Waiver or Variance Review | ((~~$119.00~~)) $123.00 |
| Site Development Plan Review | ((~~$259.00~~)) $268.00 |
| Traffic Impact Analysis Review Fee | ((~~$208.00~~)) $215.00 |
| Hydraulic Analysis Review Fee | ((~~$601.00~~)) $622.00 |
| | |
| (Engineering) Private Construction Inspection Fee Table: | Fee Amount |

| | |
|---|---|
| $1 - $5,000 Job Value Fee | $500.00 |
| $5,001 - $10,000 Job Value Fee | $1,000.00 |
| $10,001 - $50,000 Job Value Fee - Base | $1,000.00 |
| $10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000 | $25.00 |
| $50,001 - $100,000 Job Value Fee - Base | $2,000.00 |
| $50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000 | $20.00 |
| $100,001 - $500,000 Job Value Fee - Base | $3,000.00 |
| $100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000 | $15.00 |
| $500,001 - $1,000,000 Job Value Fee - Base | $9,000.00 |
| $500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000 | $10.00 |
| Over $1,000,000 Job Value Fee - Base | $14,000.00 |
| Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000 | $5.00 |
| Non-Typical, Specialty Project Inspection | ((~~$119.00~~)) $123.00 |
| Non-Typical, Specialty Project Overtime Inspection | 1.5x the Inspection Fee(s) |
| Non-Typical, Specialty Project Survey Crew Inspection | ((~~$119.00~~)) $123.00 |
| Non-Typical, Specialty Project Survey Crew Overtime Inspection | 1.5x the Inspection Fee(s) |
| | |
| Multi-Family Housing Property Tax Incentive Program | Fee Amount |
| Multi-Family Tax Exemption (MFTE) Application | $1,000.00 |
| MFTE Extension Application | $1,000.00 |
| MFTE Final Certificate | $2,000.00 |
| MFTE Final Certificate Conversion from 12 to 8 year | $500.00 |
| | |
| Shorelines Management | Fee Amount |
| $2,500 - $10,000 Project Value Fee | ((~~$1,243.00~~)) $1,286.00 |
| $10,001 - $50,000 Project Value Fee | ((~~$1,657.00~~)) $1,714.00 |
| $50,001 - $250,000 Project Value Fee | ((~~$3,106.00~~)) $3,212.00 |
| $250,001 - $1,000,000 Project Value Fee | ((~~$6,005.00~~)) $6,211.00 |
| Over $1,000,000 Project Value Fee - Base | ((~~$7,248.00~~)) $7,496.00 |
| Over $1,000,000 Project Value Fee - Variable | 0.1% of project valuation |
| Variance Fee | ((~~$2,382.00~~)) $2,464.00 |
| Conditional Use Fee | ((~~$2,071.00~~)) $2,142.00 |
| Pre-Submittal Review | ((~~$622.00~~)) $643.00 |
| Shoreline Exemption Fee | ((~~$622.00~~)) $643.00 |
| Permit Amendment Fee | 80% of fee in this schedule |
| | |
| Plats | Fee Amount |

| | |
|---|---|
| One-Year Extension of Preliminary Plat Approval | ((~~$518.00~~)) $536.00 |
| Phasing of Approved Preliminary Plat | ((~~$622.00~~)) $643.00 |
| Vacation of Approved Preliminary Plat | ((~~$829.00~~)) $857.00 |
| Final Long Plat - Base | ((~~$3,422.00~~)) $3,539.00 |
| Final Long Plat - Additional fee per lot | ((~~$30.00~~)) $31.00 |
| Alteration of Approved Preliminary, Final Long Plat or BSP | 80% of fee in this schedule |
| Final Short Plat Filing Fee | ((~~$2,352.00~~)) $2,433.00 |
| Final Short Plat Filing Fee - Additional fee per lot | ((~~$30.00~~)) $31.00 |
| Final Short Plat Filing Fee with Minor Engineering Review | ((~~$350.00~~)) $362.00 |
| Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot | ((~~$30.00~~)) $31.00 |
| Final Binding Site Plan | ((~~$3,075.00~~)) $3,180.00 |
| Final Binding Site Plan - fee per additional acre | ((~~$30.00~~)) $31.00 |
| Boundary Line Adjustment Filing Fee | ((~~$384.00~~)) $397.00 |
| Street Name Change | ((~~$2,589.00~~)) $2,678.00 |
| Use of Planning Staff Not Covered by Plat Fees | ((~~$119.00~~)) $123.00 |
| Concurrency Inquiry Application | ((~~$208.00~~)) $215.00 |
| | |
| Zoning | Fee Amount |
| Staff Preparation of Notification Map and Associated Documents | ((~~$215.00~~)) $222.00 |
| Type I Application | ((~~$1,124.00~~)) $1,163.00 |
| Type II Application | ((~~$4,478.00~~)) $4,631.00 |
| Type II Application - per additional acre | ((~~$62.10~~)) $64.20 |
| Type II Application with Minor Engineering Review | ((~~$1,124.00~~)) $1,163.00 |
| Type III Application | ((~~$4,752.00~~)) $4,915.00 |
| Type III Application - per additional acre | ((~~$223.00~~)) $231.00 |
| Site Plan Review and/or Modification | ((~~$844.00~~)) $873.00 |
| Site Plan Review and/or Modification - per additional 10 acres | ((~~$570.00~~)) $590.00 |
| Planned Unit Development (PUD) Bonus Density | ((~~$912.00~~)) $943.00 |
| Final PUD | ((~~$3,412.00~~)) $3,529.00 |
| Temporary Use Permit | ((~~$699.00~~)) $723.00 |
| Floodplain Development Permit | ((~~$1,180.00~~)) $1,220.00 |
| Floodplain Development Permit -per additional acre | ((~~$57.00~~)) $59.00 |
| Formal Written Interpretation of Zoning Code | ((~~$753.00~~)) $779.00 |
| Public Hearing for Other Matters | ((~~$1,962.00~~)) $2,029.00 |
| Use of Planning Staff Not Covered by Above Fees - Hourly | ((~~$119.00~~)) $123.00 |
| Zoning Verification Letter | ((~~$119.00~~)) $123.00 |
| | |
| Design Review | Fee Amount |
| Design Review by Urban Design Staff | $600.00 |
| Design Review by Design Review Board | $1,275.00 |
| | |
| Comprehensive Plan and Land Use Code Amendments | Fee Amount |
| Threshold Review Fee | ((~~$500.00~~)) $517.00 |

| | |
|---|---|
| Comp Plan, Map, Text, or other Land Use Code Amendment - Base | ((~~$7,000.00~~)) $7,240.00 |
| Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres | ((~~$1,075.00~~)) $1,112.00 |
| Use of Planning Staff Not Covered by Above Fees | ((~~$119.00~~)) $123.00 |
| Formal Written Interpretation of Comp Plan | ((~~$1,075.00~~)) $1,112.00 |
| | |
| Short Term Rental License Fee | |
| Registration for STR - Residential Zone - Application | $260.00((~~$207.00~~)) |
| Registration for STR - Residential Zone - Renewal | $130.00((~~$103.00~~)) |
| Registration for STR - Other Zone - Application | $390.00((~~$310.00~~)) |
| Registration for STR - Other Zone - Renewal | $195.00((~~$155.00~~)) |
| | |
| Temporary Disaster Housing Program | Fee Amount |
| Emergency Encroachment Permit | $0.00 |
| Temporary Disaster Housing Program Registration | $0.00 |
| • No City land use application, zoning review, temporary-use permit, registration, or similar administrative processing fee shall be charged for a Temporary Disaster Housing Registration or an Emergency Encroachment Permit | |

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 10/15/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/7/2026 | | |
| **Clerk's File #** | RES 2026-0078 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | DEVELOPMENT SERVICES | **Bid #** | |
| **Contact Name/Phone** | ELDON BROWN 6305 | **Requisition #** | |
| **Contact E-Mail** | EBROWN@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | RESOLUTION TO SET HEARING - VACATING PORTIONS OF DALTON AVE & OAK | | |

## Agenda Wording

Resolution to set Hearing for the right-of-way vacation of portions of Dalton Ave and Oak Street

## Summary (Background)

Property owners adjacent to these portions of right-of-way have petitioned City Council for a vacation. The existing ROW is unimproved and the property owners wish to vacate in order to accommodate future housing across the site. Resolution to set Hearing - 11/11/26 Public Hearing - 12/16/2026

**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** |
|---|---|---|
| Revenue | **$** 157,180.56 | **#** 0320-49199-99999-39510 |
| Select | **$** | **#** |
| 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** | PALMQUIST, TAMI | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| | ebrown@spokanecity.org |
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| edjohnson@spokanecity.org | akiehn@spokanecity.org |
| nzollinger@spokanecity.org | |
| | |

# R E S O L U T I O N 2026-0078

WHEREAS, on July 14, 2026, the Spokane City Council received a petition for the vacation of portions of Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

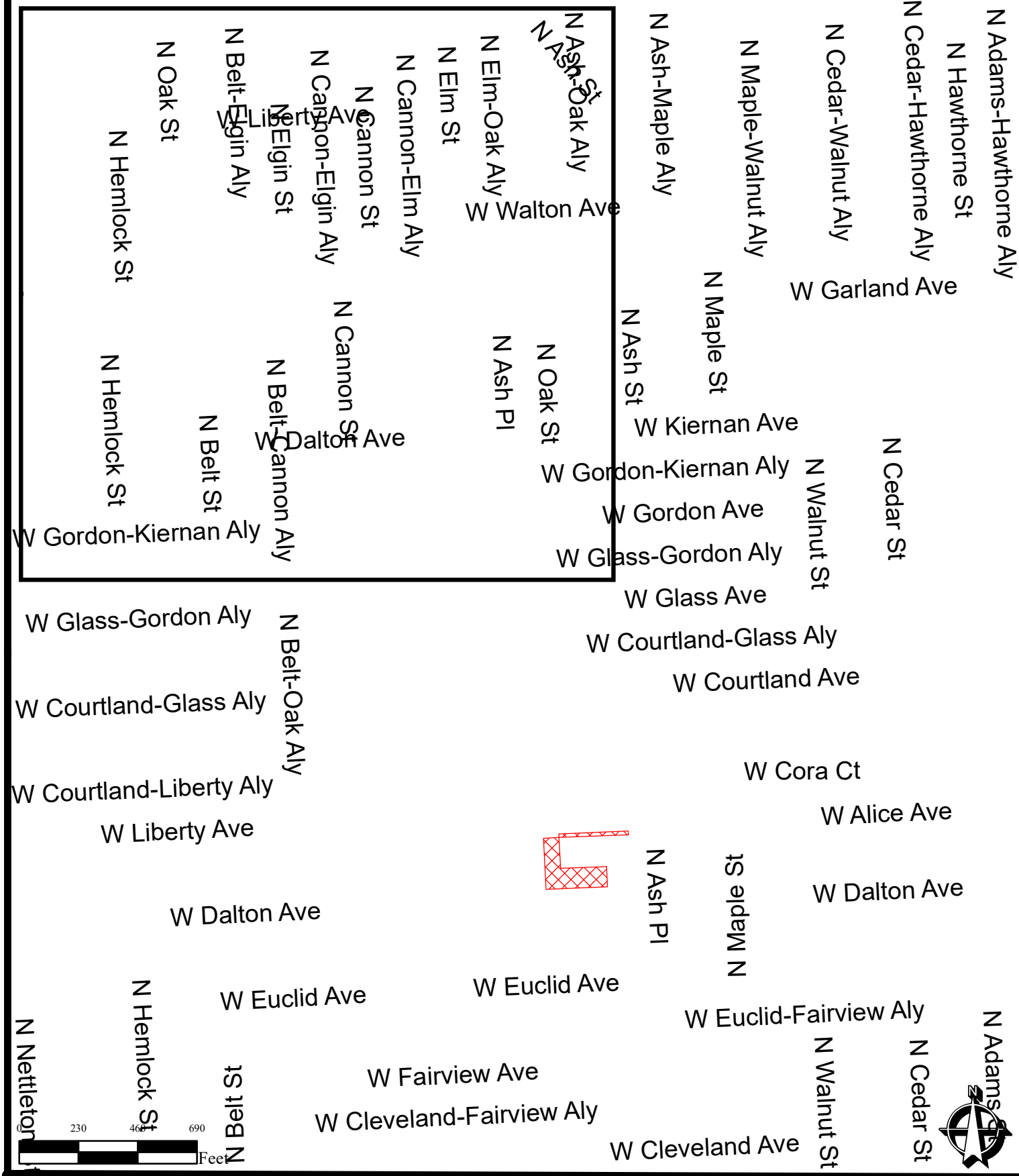
That hearing on the petition to vacate Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **December 16, 2026**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney




**Portions of Right-of-Way Applied for**
**1) - Alley in Block 21 of Spring Hill Addition**
**2) - Oak St between the S line of the Alley in Block 21 and the S line of Dalton Ave**
**3) - Dalton Ave between the E line of Oak St and the E line of Lot 10 of Block 21**

**Legend**

Proposed Vacation

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

Printed by: edjohnson Print date: 7/14/2026

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 10/15/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/7/2026 | | |
| **Clerk's File #** | RES 2026-0079 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FINANCE & ADMINISTRATION | **Bid #** | |
| **Contact Name/Phone** | MATT BOSTON X6820 | **Requisition #** | |
| **Contact E-Mail** | MBOSTON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | ZZAPPONE SDIXIT | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | GENERAL FUND SIP LOAN | | |

## Agenda Wording

A resolution of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs.

## Summary (Background)

The State Auditor's Office, during the 2025 financial statements audit, determined the transfer from Development Services to the General Fund in the amount of $4M is impermissible. The City has decided to reverse the transfer and turn it into a SIP loan instead.

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

N/A - this is authorizing a financial tool

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

N/A - this is authorizing a financial tool

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

N/A - this is authorizing a financial tool

**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 - this is authorizing a financial tool

**Council Subcommittee Review**

N/A

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | **$** $4,011,000 |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

This resolution establishes the SIP loan.

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Reallocation |

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

| **Expense Occurrence** | |
|---|---|

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | STRATTON, JESSICA | | |
| **Division Director** | STRATTON, JESSICA | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| jstratton@spokanecity.org | mboston@spokanecity.org |
| sneal@spokanecity.org | |
| | |
| | |
| | |

**CITY OF SPOKANE, WASHINGTON**

**DEVELOPMENT SERVICES**

**LIMITED TAX GENERAL OBLIGATION BOND**
**SERIES 2026 (TAXABLE)**

---

**RESOLUTION NO. 2026–0079**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

**ADOPTED NOVEMBER 11, 2026**

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

**CITY OF SPOKANE, WASHINGTON**

**DEVELOPMENT SERVICES**
**LIMITED TAX GENERAL OBLIGATION BOND**
**SERIES 2026 (TAXABLE)**

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

**CITY OF SPOKANE, WASHINGTON**

**RESOLUTION NO. 2026 –____**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

RECITALS

**WHEREAS**, the City of Spokane (the "**City**") Development Services provides permitting, plan review and inspection services for development and construction projects within the City; and

**WHEREAS**, pursuant to RCW 82.02.020 the City charges independently validated, cost-based fees for certain services, which are deposited into the City's Development Services Fund (the "**Development Services Fund**"); and

**WHEREAS**, an unanticipated, undesignated and nonrecurring surplus accrued within the Development Services Fund and a one-time transfer of $4,000,000 (the "**Transfer**") was included in the City's adopted 2025–2026 biennium budget; and

**WHEREAS**, the Washington State Auditor's Office determined the Transfer from the Development Services Fund to the General Fund was impermissible and the City intends to reverse the Transfer; and

**WHEREAS**, the City does not presently have funds on hand in an amount necessary to fund the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain bond issuance costs (the "**Financing**"), and the City Council of the City (the "**City Council**") desires to provide a source of funding for the Financing; and

**WHEREAS,** pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of the Financing; and

**WHEREAS,** RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

**WHEREAS,** the City now desires to authorize the issuance of its Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable) in the aggregate principal amount of not to exceed $4,011,000 (the "**Bonds**") to the Spokane Investment Pool (the "**SIP**") to be used for the Financing; and

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

***Asset Management Fund*** means the City's existing special fund into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within such fund and used to pay the costs of the Financing.

***Bond*** means the City of Spokane Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed $4,011,000.

***Bond Owner*** or ***Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***City*** means the City of Spokane, Spokane County, Washington, a first-class charter city duly organized and existing under the laws of the State of Washington and its City Charter.

***City Council*** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

***Financing*** means funding the reversal of the Transfer from the General Fund to the Development Services Fund and the payment of the costs of issuing the Bonds.

***Maturity Date*** means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

***Permitted Investments*** means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

***Resolution*** means this Resolution, which authorizes, among other things, the City to issue the Bond.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

***Treasurer*** means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "sections" and other subdivisions or clauses are to the corresponding sections, subdivisions or clauses hereof.

SECTION 3. THE FINANCING.

The City has identified the need to fund the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain bond issuance costs (the "**Financing**"), as more specifically set forth in the Recitals to this Resolution. The City hereby approves such Financing. The Financing will be undertaken as directed by the Mayor, City Council or their designees from time to time. The City intends to repay the costs of such Financing, initially financed with the Bonds, with legally available funds.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds for the Financing, the City shall issue a single taxable limited tax general Obligation Bond of the City to the SIP in the principal amount of not to exceed $4,011,000 for the Bond to document and secure an interfund loan facility with the SIP of not to exceed $4,011,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed $4,011,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, on payment dates established by the SIP, with final payment of all principal and all accrued interest on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as Exhibit A to the Bond.

SECTION 5. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended to pay the costs of the Financing as authorized herein. The net proceeds of the Bond shall be deposited into the Asset Management Fund to provide for the payment of costs of the Financing and expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset Management Fund.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 $_____

STATE OF WASHINGTON
CITY OF SPOKANE

DEVELOPMENT SERVICES
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2026 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: _____ 1, 20___

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2026-____, adopted by the City Council on _____, 2026 (the "Bond Resolution"), to document and secure an interfund loan from the Spokane Investment Pool ("SIP") to finance the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain Bond issuance costs. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as described in the Bond Resolution, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such principal and interest is due to the Registered Owner or nominee at the address appearing on the bond register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth in Exhibit A, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____*/s/*_____
Mayor

ATTEST:

_____*/s/*_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION

Date of Authentication: _____, 2026

This Bond is the Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By_____*/s/*_____

SECTION 11. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

*[Remainder of Page Intentionally Left Blank]*

Adopted this 11th day of November, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 10/13/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | |
|---|---|
| **Date Rec'd** | 10/5/2026 |
| **Clerk's File #** | RES 2026-0080 |
| **Cross Ref #** | RES 2023-0096 |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | INTEGRATED CAPITAL |
| **Contact Name/Phone** | NATE SULYA 6988 |
| **Contact E-Mail** | NSULYA@SPOKANECITY.ORG |
| **Agenda Item Type** | Resolutions |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | RESOLUTION TO AMEND UTILITY PIPE REHAB PROGRAM |

## Agenda Wording

Resolution to amend the Administrative Policy 5200-23-05 pertaining to the administration of the Utility Pipe Rehab Program.

## Summary (Background)

In 2023, Council approved creation of the Utility Pipe Rehab Program (formerly called the Water and Sewer Rehabilitation Program) to provide financial assistance to qualified residents in need of water or sewer system rehabilitation. SNAP was selected to administer the program via request for proposal. A summary of the changes: - Changing the name from Water Sewer Rehab Program to Utility Pipe Rehab Prgogram - Raised qualifying AMI from 80% to 150% - Introduced 15-year loan period for those at or below 80%AMI - Required new loan customers to enroll in autopay - Add language strengthening nexus between the program and environmental protection/conservation - Clarified individual project exceptions to be confirmed in writing by PW Director - Made language present-tense

**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** | Recurring |
|---|---|

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

n/a

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | PICANCO, KEVIN | | |
| **Division Director** | FEIST, MARLENE | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| | icmaccounting@spokanecity.org |
| tax&licenses@spokanecity.org | kpicanco@spokanecity.org |
| nsulya@spokanecity.org | eraea@spokanecity.org |
| | |
| | |

**RESOLUTION NO. 2026-0080**

A Resolution of the City of Spokane relating to the Utility Pipe Rehabilitation Program for on-site septic systems, side sewer, and water service lines.

**WHEREAS,** under chapters 35.92 and 35.67 RCW authorize cities to 'provide assistance to aid low-income person in connection with services' provided by municipal utilities; and

**WHEREAS,** the Washington State Constitution Article 8, Section 7 permits "support of the poor or infirm"; and

**WHEREAS,** the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

**WHEREAS,** an estimated fifteen point six (15.6%) of persons in the City of Spokane reported an income below the poverty line in 2021 according to the US Census Bureau data and the City Council has recognized that any increase of utility rates has a profound impact on low-income customers; and

**WHEREAS,** these sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's Designated Service Areas and are not maintained by the City of Spokane or its Wastewater or Water Departments; and

**WHEREAS,** these connections and systems include: on-site septic disposal systems, sewer pipes and systems, and side sewer laterals which connect non-public property to the public sewer. Water service lines which connect a property to the public water supply system; and

**WHEREAS,** these connections may be in poor repair and failing that present public health concerns which can endanger the public and the environment; and

**WHEREAS,** City staff spend an inordinate amount of staff time each year in investigating these utility problems and educating the public and property owners on property owner responsibilities for the maintenance of such systems; and

**WHEREAS,** providing for assistance with repair and replacement of on-site septic systems, side sewer, water service connections, and sewers and water lines would benefit the City and its customers by minimizing City resources needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, to protect our drinking water source, and to comply with environmental regulations; and

**WHEREAS,** pursuant to Resolution 2023-0096, the City Council allocated $500,000 per year starting in 2024 and ending in 2028 to finance the Water and Sewer Rehabilitation Program and establish low interest loans and potential income-based assistance based on specific criteria and qualifications; and

**WHEREAS,** pursuant to said resolution, the City adopted Administrative Policy and Procedure No. 5200-23-05 to administer the Program; and

**WHEREAS,** the City staff recommend certain amendments to the Program; and

**WHEREAS,** the City Council accepts staff recommendations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Spokane that the Public Works Division shall continue to administer the Utility Pipe Rehabilitation Program pursuant to administrative policy and procedure, as now or hereafter amended.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

| CITY OF SPOKANE | ADMIN 5200-23-05 |
|---|---|
| ADMINISTRATIVE POLICY AND PROCEDURE – PUBLIC WORKS DIVISION | LGL 2023-0031 |

TITLE: Utility Pipe Rehabilitation Program Policy
EFFECTIVE DATE: December 1, 2023
REVISION EFFECTIVE DATE: XX

# 1.0 GENERAL

## 1.1 PUROPOSE

The purpose of this policy is to provide uniform operating rules and procedures for the consideration and award of financial assistance (low interest loans) for resident-owned water and sewer infrastructure projects located within the City of Spokane's service area(s).

## 1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
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6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

# 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City of Spokane Division of Public Works.

# 3.0 REFERENCES

3.1 City Council Resolution 2023-0096

3.2 City Council Resolution 2026-XXXX

3.3 Spokane Municipal Code (SMC) §§ 13.03.0304, 13.03.0306,

13.04.1002

3.4 Revised Code of Washington (RCW) Chapters 35.67, 35.92

3.5 Washington Constitution, Article 8 § 7

# 4.0 DEFINITIONS

4.1 "City" refers to the City of Spokane

4.2 "Director" refers to the City's Director of Public Works

4.3 "Qualified Project" means a water or sewer infrastructure repair project which has received an initial determination and/or entered into a contract with the City for reimbursement by the Utility Pipe Rehabilitation Program Policy as applicable under the program.

4.4 "Qualified third-party administrator" “Project Administrator” or “Administrator” means the selected vendor to administer the program.

4.5 "Resident-owned" means development on private property; plot of land and not located within the city right-of-way

4.6 "Utility Pipe Rehabilitation Program Policy" also referred to as UPRP means the City program designed to provide financial assistance for costs related to resident-owned qualified projects.

## 5 POLICY

5.1 The policies for this program are outlined in Attachment A hereto.

5.2 The Director, in consultation with the City Attorney and the Administrator, shall develop and maintain all forms necessary to administer this program.

## 6 PROCEDURE

6.1 The procedures for the program are outlined in Attachment A hereto.

## 7 RESPONSIBILITIES

7.1 The City of Spokane Integrated Capital Management Department (ICM) shall oversee this policy.

7.2 ICM will be responsible for managing the Administrator and making program recommendations to the Director.

7.3 ICM will be responsible for updating the Director, Utility Billing Department, and City Council annually regarding the program and funding needs.

## 8 APPENDICES

8.1 Attachment A - Utility Pipe Rehabilitation Program Policy

# Attachment A

Utility Pipe Rehabilitation Program

## 1. Background

Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's (The City or City) Designated Service Areas. Residential water and sewer connections and systems are not maintained by the City of Spokane or its Wastewater or Water Departments. These sewer connections and systems include on-site septic disposal systems, residential sewer pipes and systems, and side sewer laterals, which conveys wastewater from a residence to the public sewer. Residential water service lines are those that connect the meter to the public water supply system. Maintenance of these systems is vital to the protection of the area's natural resources, particularly the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer, which serves as the primary drinking water source for Spokane utility customers and the larger general Spokane area. Property owners are responsible for the maintenance and replacement costs of these connections and systems. Costs associated with replacing these systems often are more than a low-income property owner can afford, and many require the property owner to borrow or secure a loan to cover the expense. Often, maintenance or repair of these non-publicly maintained utility connections do not qualify for financial assistance from governmental entities, such as through the City's Housing Repair Programs. The Washington State Constitution (Article 8 Sec. 10) allows for municipal corporations engaged in the sale or distribution of water, energy, stormwater, or sewer services to provide financial assistance to those who utilize those services for the conservation or more efficient use of water, energy, or stormwater or sewer services.

## 2. Current Policy

The City is not obligated to maintain or repair residential connections or systems. City Code requires sewer facilities to be connected to public sewer for all premises (SMC 13.03.0306); to be discharged to the Public Owned Treatment Works (POTW) or authorized on-site sewage disposal system (SMC 13.03.0302A); and to be repaired if not working properly (SMC 13.03.0312). A violation of this section requires the property owner to repair the issue and be compliant within 30 days of notification. The property owner is responsible to maintain the water service pipe connections in good repair and condition. The City has limited authority to make repairs when necessary and will charge the property owner any incurred costs (SMC 13.04.1002). There are few options for financial assistance to property owners for repairs to septic systems, side sewer connections, or water service lines.

SMC 13.03.0304 provides that no new septic systems will be installed within the City limits without a written permit from the Spokane Regional Health District and written authorization by the Director of Wastewater Management. A septic system must be connected to public sewer within the Spokane City limits on the earlier of failure, requires pumping, or within one year of new public sewer availability. Existing septic systems within 200 feet of a public sewer will be required to connect to the City's sewer system and will have a maximum of one (1) year to connect. Abandonment may only be deferred if a septic system is farther than 200 feet from a public sewer line to the property line, with written authorization from the Director of Wastewater Management.

# 3. Reasons to Connect to the Public System

## 3.1 City Municipal Code Requires Connection to Public Sewer

The Spokane Municipal Code (SMC) requires all properties to be properly connected to the public sewer, in accordance with City requirements (SMC 13.03.0306). SMC 13.03.0304 prohibits any on-site sewage disposal system if (1) public sewer is available, (2) premises are occupied by a significant industrial user, or (3) public health or safety would be adversely affected.

## 3.2 Public Health and Environmental Concerns

Failed septic systems, side sewer, and residential sewer systems leach human waste into groundwater, backyards, the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer (Aquifer), and the Spokane River, which endangers the public and environment. The Aquifer is located under much of the City of Spokane and leaching sewage could be a possible source of contamination to our drinking water. The City of Spokane demonstrates its commitment to protecting the Aquifer through its participation in regional groups such as Aquifer Protection Area and Spokane Aquifer Joint Board, and actions such as funding this loan program to help residents convert septic systems to sewer or repair/replace other utility systems to help alleviate a possible source of contamination to our drinking water and other health hazards related to contamination.

## 3.3 Benefits City of Spokane

Rate payers and customers currently look to the City of Spokane for solutions when their sewer does not work or when their water service is inadequate. Often these property owners cannot afford to finance the maintenance or replacement of the system. This program is intended to minimize city resources and administrative capacity needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, protect our drinking water source, and comply with environmental regulations. Additionally, rehabilitating aging or broken infrastructure has a conservation benefit, leading to more efficient and reliable utility systems which is beneficial to the city and its utility customers and rate payers.

## 3.4 Benefits Property Owners

Septic systems or failing sewer connections can be expensive to maintain or repair. Converting or rehabilitating residential utility systems provides effective long-term cost savings, reduces maintenance costs, and improves property values for property owners. It ensures a properly functioning utility into the future.

# 4. Programs in Other Communities

Cities and counties across the nation continue to have challenges with on-site septic systems and residential sewer connections and systems. Several communities or utilities have established policies and programs for the rehabilitation of sewer extensions, elimination of septic systems, and repair of water lines. The motivation for these programs varies from environmental compliance to growth moratoria.

**Financial assistance programs are financed by the jurisdiction in several ways:**

- Costs are paid in part or full either for construction or deferring payment.
- Low-interest loans or grants.
- Costs are reimbursed through utility bills.

- Special programs provide financial assistance for low-income property owners.

## 5. City of Spokane's Utility Pipe Rehabilitation Program

To assist property owners who need to replace residential utilities, the City of Spokane has implemented a program that provides financial assistance to property owners who are City utility customers residing within the City of Spokane. The goal of this program is to provide an affordable option for rehabilitating or replacing water and/or sewer connections and systems in need of repair, either by deferral or, in some cases, offset of repair costs. The cost of replacing one of these systems can range from less than $5,000 to greater than $35,000. Most water and sewer disruptions occur with little forewarning and limited time to repair. The program will operate on a first-come, first-served, based on approved applications; applications will be approved as received until funds are exhausted. Both the need and success of the program will drive future funding discussions and options. The program is currently in year 2 of a five-year project, subject to available funding, but may be terminated at any time.

The Program contains these elements:

Program Management: This program is managed by a qualified third-party administrator.

Program Evaluation: The program is reviewed and evaluated on an annual basis. The review evaluates the number of projects completed, future needs, the amount of funds spent on projects, the amount of funding available for next year, and other criteria as determined. This evaluation is compiled into a report and submitted to the Director of Public Works.

Financial policies: The goal of the program is to provide interim or short-term financial assistance to the property owner that is simple to administer and simple to understand. For this reason, a low-interest loan program is recommended. Loan payments will return to the program. As repayments under the program continue, the investment from utility funds may be able to decrease over time.

Eligibility criteria: Property owner must be connected to City municipal water and sewer utility. Criteria elements may include, without limitation, the requirement of the property owner to sign a contract for repayment/terms; use of a licensed contractor; written estimates and invoices to be submitted to the City before any reimbursements; compliance with any applicable City standards, rules, and regulations; execute lien against the property, etc. A certain amount of evaluation will be needed to determine if a project meets the criteria for this program.

### 5.1 Financial Policies

The City of Spokane Integrated Capital Management has budgeted up to $500,000 per year, starting in 2024 and ending in 2028, to finance this program. The amount of funds available for the program will be reviewed each year in consideration of the overall utility budgets, the expected interest in the program, and the amount of loan payments received back to the program. This amount may be adjusted as necessary, during future reviews, depending on overall utility finances. Any amounts remaining at the end of a given year will roll over into the next year.

#### *Low-interest loans*

Property owners may apply for a low-interest loan from this program with an interest rate of 3%. A repayment schedule will be created for each loan based on the cost and the financial ability for repayment

by the property owner. A property owner must enter into a written agreement that stipulates they agree to a lien to be placed on the property until the loan is paid in full. Payments will be made as part of, but separate from, the monthly utility bill, and must be made by autopay. The interest rate was originally determined in relation to the typical annual utility rate increase. Additionally, the administrative burden (e.g., costs associated with modifying the utility billing system to accommodate different interest rates) of implementing anything more complex than a flat interest rate is greater any potential financial benefit. The maximum loan amount is $49,995. No single project shall exceed the funding amount previously outlined, without the express written permission from the Director of Public Works.

## 5.2 Eligibility Criteria

The criteria below shall determine if a project is eligible. A priority system may be needed depending on applications received and the availability of annual funds. Priority criteria shall be in accordance with public health concerns, public health and environmental protection, the location of property to available city infrastructure, project complexity, and financial need.

### *Qualifications*

The program will be available for property owners who own and live in the home, with an Area Median Income (AMI) of 150% or less. Additionally, the property must be within the City of Spokane wastewater service area for a sewer related project and within the water service area for a water related project. Property owners with income at or below 80% AMI are eligible for a repayment term up to 180 months. Property owners above 80% AMI but at or below 150% AMU are eligible for a repayment term up to 120 months.

### *Property*

The project must be currently connected to the City of Spokane's water or sewer systems, or in the case of septic systems, be within the City's sewer service area. The application may only be from the current property owner. Applicants are limited to currently existing, owner-occupied, single-family residences, or as otherwise determined eligible and confirmed in writing by the Public Works Director or their designee. In the future, commercial properties and multi-family housing may be considered if the need is identified and the funding is available. New construction is not eligible.

### *Projects*

Eligible projects may include, but are not limited to:

- Crushed, broken, leaking side sewer lines
- Corroded, leaking, misaligned water service lines
- Long water service lines
- Residential sewers
- Elimination of septic systems

Eligible Costs may include, but are not limited to:

- Excavation
- Necessary on-site reroute of plumbing and associated repair
- New pipe, fitting, valves, and appurtenances
- Landscape repair
- Connection to existing sewer pipes or manholes

- Curb and sidewalk repair
- Street repair
- Permits
- Tap/Meter fees

Ineligible Costs may include, but are not limited to:

- Property enhancements or renovations unless required by Spokane Municipal Code (e.g., required to connect to newly available sewer)
- Connections for homes in new development(s)
- New sidewalk outside of the construction area

## 5.3 Process

The process will follow current City rules, regulations, and practices.

1. Property owner will contact the City of Spokane to report a water or sewer problem on their property.
2. City staff confirms it is not a City system problem, but a problem on the private property. Staff will provide information about next steps for the property owner, including details about this program.
3. The property owner applies for the City's program through the qualified third-party vendor.
4. The qualified third-party vendor reviews the application for income and project eligibility.
5. When the application is approved, the qualified third-party vendor will manage the selection of the contractor from the approved list and initiation of the contract.
6. The contractor pulls the required permits.
7. The contractor completes construction work.
8. The final work is inspected by City staff.
9. Loan is turned over to Utility Billing Dept. Customer enrolls in autopay.
10. Lien recorded by Administrator.
11. Loan repayment begins.

## 5.4 Qualified contractor required to perform work

The construction work must be performed by a licensed and bonded contractor qualified for this type of work. The qualified third-party vendor will ensure contractors on the list meet the necessary qualifications.

## 5.5 Funding

Residential utility repairs or replacements generally do not have a preventative maintenance schedule. Repairs or replacement is necessary soon after the problem is identified. The need for this program will vary year by year. The program will be funded annually with any unused funds carried forward to the next year. The funding amount and funds carried forward will be reviewed annually to determine the appropriate amount needed for this program.

## 5.6 Engagement

The City will provide information to inform those community members that are most likely to be eligible. The City will produce an educational flyer that provides an overview of the types of repairs that may be necessary, details of the program, and steps of the process. The flyer will be used for community

engagement, available on the City's Utility Billing webpage, and translated into different languages as appropriate/needed. In additional, the flyer will be shared with the following:

- Neighborhood community centers
- Martin Luther King, Jr Community Center
- Neighborhood Councils
- Resettlement programs such as World Relief and Refuge Connections Spokane
- Non-profit organizations such as Asian Pacific Islander Coalition and Latinos en Spokane
- Qualified contractors on the approved list

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 10/15/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | |
|---|---|
| **Date Rec'd** | 10/5/2026 |
| **Clerk's File #** | RES 2026-0081 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | PLANNING SERVICES |
| **Contact Name/Phone** | AMANDA BECK X6414 |
| **Contact E-Mail** | ABECK@SPOKANECITY.ORG |
| **Agenda Item Type** | Resolutions |
| **Council Sponsor(s)** | ZZAPPONE PDILLON |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | RESOLUTION SETTING THE DOWNTOWN PBIA 2027 ASSESSMENT HEARING |

## Agenda Wording

A resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments for property owners.

## Summary (Background)

The Downtown PBIA, commonly referred to as the Downtown Business Improvement District (DBID), was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane, on behalf of the Downtown Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures necessary in administration of the BID as modeled on the projected 2027 Assessment. Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps: • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31 SMC; • The City mails notice to property owners identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments; and • The BID manager carries out the programs and services outlined in their annual management plan and budget in support of the ratepayers.

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

Administration and management of the Downtown PBIA is conducted by the BID Manager, the Downtown Spokane Partnership (DSP). In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well

## 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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown Ratepayer Advisory Board is one avenue through which both the City and DSP know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan DSP completes as the BID manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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

Programs administered by the DSP support several strategies in the recently updated Spokane Downtown Plan, such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Festa Italiana, etc.) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, Economic Development, and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | $ |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

The Downtown PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

| Amount | | Budget Account |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

| | |
|---|---|
| **Expense Occurrence** | N/A |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | GARDNER, SPENCER | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| Emilie Cameron ecameron@downtownspokane.org | sgardner@spokanecity.org |
| smacdonald@spokanecity.org | abeck@spokanecity.org |
| eking@spokanecity.org | |
| | |
| | |

**RESOLUTION NO. 2026-0081**

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

**WHEREAS,** on June 5, 1995, upon presentation of a petition from downtown property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the Downtown Spokane Development Association, d.b.a. the Downtown Spokane Partnership, established the Downtown Parking and Business Improvement Area as approved by Ordinance C31392; and

**WHEREAS,** the Downtown Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

**WHEREAS,** City Council renewed and expanded the Downtown Spokane Parking and Business Improvement Area (PBIA), and amended Chapter 04.31 SMC, on November 12, 2001, pursuant to Resolution 2001-0073 and Ordinance C32923; and

**WHEREAS,** special assessments shall be collected by the City on an annual basis and deposit in the Downtown Parking and Business Improvement Area Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31.030, as implemented by the annual management plan and budget

**WHEREAS,** through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the Downtown PBIA and the 2027 Assessment Roll.

**NOW THEREFORE,** it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31 SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the Downtown Parking and Business Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment, assessment roll, and management plan and budget.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of October, 2026.

_____
City Clerk

Approved as to form:

_____
City Attorney

RES 2026-0081 (WILKERSON AMENDMENT) (11-06-26)

**Purpose of Amendment:** If adopted, this amendment strikes the reference to approval of the management plan and budget in section 3 of the resolution (Council will be voting on the management plan and budget by separate legislative action).

**Strike the entirety of the resolution and substitute the following in its place:**

**RESOLUTION NO. 2026-0081**

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

**WHEREAS,** on June 5, 1995, upon presentation of a petition from downtown property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the Downtown Spokane Development Association, d.b.a. the Downtown Spokane Partnership, established the Downtown Parking and Business Improvement Area as approved by Ordinance C31392; and

**WHEREAS,** the Downtown Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

**WHEREAS,** City Council renewed and expanded the Downtown Spokane Parking and Business Improvement Area (PBIA), and amended Chapter 04.31 SMC, on November 12, 2001, pursuant to Resolution 2001-0073 and Ordinance C32923; and

**WHEREAS,** special assessments shall be collected by the City on an annual basis and deposit in the Downtown Parking and Business Improvement Area Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31.030, as implemented by the annual management plan and budget; and

**WHEREAS,** through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the Downtown PBIA and the 2027 Assessment Roll:

**NOW THEREFORE,** it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment

be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31 SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the Downtown Parking and Business Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment and assessment roll.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of October, 2026.

_____
City Clerk

Approved as to form:

_____
City Attorney

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Urban Experience **Date:** 10/15/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 10/5/2026 |
| | | **Clerk's File #** | RES 2026-0082 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 11/11/2026 | | **Project #** | |
| **Submitting Dept** | PLANNING SERVICES | **Bid #** | |
| **Contact Name/Phone** | AMANDA BECK X6414 | **Requisition #** | |
| **Contact E-Mail** | ABECK@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | ZZAPPONE PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | RESOLUTION SETTING THE EAST SPRAGUE PBIA 2027 ASSESSMENT HEARING | | |

## Agenda Wording

A resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments for property owners.

## Summary (Background)

The East Sprague PBIA, commonly referred to as the East Sprague Business Improvement District (ESBID), was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety services. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane, on behalf of the East Sprague Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures necessary in administration of the BID as modeled on the projected 2027 Assessment. Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps: • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31C SMC; • The City mails notice to property owners identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments; and • The BID manager carries out the programs and services outlined in their annual management plan and budget in support of the ratepayers.

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

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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

The BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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

The creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

## Council Subcommittee Review

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | $ |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

| Amount | | Budget Account |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| | | |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

| | |
|---|---|
| **Expense Occurrence** | N/A |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | GARDNER, SPENCER | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| LaVerne Biel; laverne.esba@gmail.com | Chris Venne; ctvenne@comcast.net |
| abeck@spokanecity.org | sgardner@spokanecity.org |
| smacdonald@spokanecity.org | eking@spokanecity.org |
| | |
| | |

**RESOLUTION NO. 2026-0082**

A Resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

**WHEREAS,** on April 18, 2016, upon petition from businesses and property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the East Spokane Business Association, established the East Sprague Parking and Business Improvement Area as approved by Ordinance C35377; and

**WHEREAS,** following the economic development work of the East Sprague Target Investment Pilot, the East Sprague Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

**WHEREAS,** City Council expanded the East Sprague Parking and Business Improvement Area (PBIA) as authorized by RCW 35.87A.075, and amended Chapter 04.31C SMC, on October 28, 2026, pursuant to Resolution 2026-0069 and Ordinance C36943; and

**WHEREAS,** special assessments shall be collected by the City on an annual basis and deposit in the Parking and Business Improvement Districts Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31C.030, as implemented by the annual management plan and budget

**WHEREAS,** through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the East Sprague PBIA and the 2027 Assessment Roll.

**NOW THEREFORE,** it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31C SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the East Sprague Parking and Business

Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment, assessment roll, and management plan and budget.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of October, 2026.

_____
City Clerk

Approved as to form:

_____
City Attorney

RES 2026-0082 (ESBID)(WILKERSON AMENDMENT)(11-06-26)

**Purpose of Amendment:** If adopted, this amendment strikes the reference to approval of the management plan and budget in section 3 of the resolution (Council will be voting on the management plan and budget by separate legislative action).

**Strike the entirety of the resolution and substitute the following in its place:**

**RESOLUTION NO. 2026-0082**

A Resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

**WHEREAS,** on April 18, 2016, upon petition from businesses and property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the East Spokane Business Association, established the East Sprague Parking and Business Improvement Area as approved by Ordinance C35377; and

**WHEREAS,** following the economic development work of the East Sprague Target Investment Pilot, the East Sprague Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

**WHEREAS,** City Council expanded the East Sprague Parking and Business Improvement Area (PBIA) as authorized by RCW 35.87A.075, and amended Chapter 04.31C SMC, on October 28, 2026, pursuant to Resolution 2026-0069 and Ordinance C36943; and

**WHEREAS,** special assessments shall be collected by the City on an annual basis and deposit in the Parking and Business Improvement Districts Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31C.030, as implemented by the annual management plan and budget; and

**WHEREAS,** through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the East Sprague PBIA and the 2027 Assessment Roll;

**NOW THEREFORE,** it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify

such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31C SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the East Sprague Parking and Business Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment and assessment roll.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of October, 2026.

_____
City Clerk

Approved as to form:

_____
City Attorney

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 10/13/2026

**Committee Agenda type:** Reports, Contracts & Claims

**Council Meeting Date:** 11/11/2026

| | |
|---|---|
| **Date Rec'd** | 10/6/2026 |
| **Clerk's File #** | RES 2026-0083 |
| **Cross Ref #** | RES 2023-0100 |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | INTEGRATED CAPITAL |
| **Contact Name/Phone** | MARK PAPICH 6310 |
| **Contact E-Mail** | MPAPICH@SPOKANECITY.ORG |
| **Agenda Item Type** | Resolutions |
| **Council Sponsor(s)** | BWILKERSON KTELIS ZZAPPONE |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | RESOLUTION TO AMEND 2023 WATER SYSTEM PLAN (WSP) |

## Agenda Wording

Resolution to amend the City's 2023 Water System Plan to include the 2027-2032 CIP project listed in the attached Appendix 8.2 for the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

## Summary (Background)

The City is amending the 2023 Water System Plan to include the 2027-2032 CIP project list as Appendix 8.2. of the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

**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

The City is amending the 2023 Water System Plan to include the 2027-2032 CIP project list as Appendix 8.2. of the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

| 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** | |

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

n/a

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | PICANCO, KEVIN | | |
| Division Director | FEIST, MARLENE | | |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | DUGGAN, ANDI | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
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| tax&licenses@spokanecity.org | icmaccounting@spokanecity.org |
| mpapich@spokanecity.org | kpicanco@spokanecity.org |
| eraea@spokanecity.org | |
| | |

Clerk File No. RES 2026-0083

# RESOLUTION

A RESOLUTION relating to the Amendment of the City of Spokane's Water System Plan dated September 27, 2023, adopted by Spokane City Council and approved by the Washington State Department of Health to include the 6-year Capital Plan.

WHEREAS, pursuant to the State of Washington Department of Health (DOH) Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan (Water System Plan) every ten (10) years; and

WHEREAS, it is in the public interest to maintain a current Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, protect the water resource and aquifer, facilitate economic growth, and foster coordination with adjacent water purveyors; and

WHEREAS, the Water System Plan provides guidance and planning information used by City staff in developing the 20-year capital facility plan for water (RCW 36.70A.070), financial projections for rate evaluations, and the annual Six-Year Capital Program for Water update; and

WHEREAS, DOH regulations now require Amendment of the City's Water System Plan to include the most recent list of 6-year capital projects (CIP) for 2027-2032, as a standalone attachment, a copy is attached hereto and will be entitled as "Appendix 8.2"; and

WHEREAS, Appendix 8.2 is to be incorporated by this Resolution into the City's Water System Plan and shall replace the prior CIP; and

WHEREAS, the City Council of the City of Spokane agrees that the adoption of Appendix 8.2 to be in the public interest and finds it necessary to attach to the City's approved Water System Plan on file with DOH; -- NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that Appendix 8.2, 6-Year CIP (2027-2032 is hereby approved and shall be incorporated into the Water System Plan, on file with DOH.

Adopted and approved by City Council _____, 2026

_____

City Clerk

Approved as to Form:

_____

Assistant City Attorney

# 8.2 Six-Year Capital Program 2027-2032 Project List

## 2027-2032 6-Year CIP Projects

| Project Type | Project Title | Funding Source | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 6 Year Total |
|---|---|---|---|---|---|---|---|---|---|
| Administrative Facilities | Upriver Dam Ops Facility Remodel | Utility Rates - Water Ops | $660,000 | $0 | $0 | $0 | $0 | $0 | $660,000 |
| | | Total | $660,000 | $0 | $0 | $0 | $0 | $0 | $660,000 |
| | Water Dept. Ops Facility Maintenance and Renovation | Utility Rates - Water Ops | $4,000,000 | $0 | $0 | $0 | $0 | $0 | $4,000,000 |
| | | Total | $4,000,000 | $0 | $0 | $0 | $0 | $0 | $4,000,000 |
| | Total | | $4,660,000 | $0 | $0 | $0 | $0 | $0 | $4,660,000 |
| Source Wells and Booster Stations | 14th and Grand Booster Station Upgrade | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $300,000 | $300,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $300,000 | $300,000 |
| | 35th and Ray Booster Station Upgrade | Utility Rates-IC | $0 | $0 | $0 | $0 | $500,000 | $0 | $500,000 |
| | | Total | $0 | $0 | $0 | $0 | $500,000 | $0 | $500,000 |
| | Asset Management Program Implementation | Utility Rates-IC | $300,000 | $300,000 | $300,000 | $300,000 | $0 | $0 | $1,200,000 |
| | | Total | $300,000 | $300,000 | $300,000 | $300,000 | $0 | $0 | $1,200,000 |
| | Glennaire Booster Station Upgrade | Utility Rates-IC | $0 | $0 | $0 | $0 | $200,000 | $4,500,000 | $4,700,000 |
| | | Total | $0 | $0 | $0 | $0 | $200,000 | $4,500,000 | $4,700,000 |
| | Havana Well | Utility Rates-IC | $2,000,000 | $0 | $0 | $0 | $0 | $0 | $2,000,000 |
| | | Total | $2,000,000 | $0 | $0 | $0 | $0 | $0 | $2,000,000 |
| | Latah Booster Capacity Improvement | Utility Rates-IC | $2,000,000 | $5,000,000 | $1,000,000 | $0 | $0 | $0 | $8,000,000 |
| | | Total | $2,000,000 | $5,000,000 | $1,000,000 | $0 | $0 | $0 | $8,000,000 |
| | Parkwater Well Station Rebuild | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $200,000 | $200,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $200,000 | $200,000 |
| | Qualchan Booster | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | Ray Street Well Station Update | Loan-DWSRF | $4,500,000 | $2,000,000 | $875,000 | $0 | $0 | $0 | $7,375,000 |
| | | Utility Rates-IC | $0 | $0 | $200,000 | $0 | $0 | $0 | $200,000 |
| | | Total | $4,500,000 | $2,000,000 | $1,075,000 | $0 | $0 | $0 | $7,575,000 |
| | Shawnee Booster Station Rebuild | Utility Rates-IC | $3,500,000 | $0 | $0 | $0 | $0 | $0 | $3,500,000 |
| | | Total | $3,500,000 | $0 | $0 | $0 | $0 | $0 | $3,500,000 |
| | SIA PZ to Highland PZ PRV | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | Thorpe Road Booster Station #2 | Utility Rates-IC | $2,700,000 | $3,500,000 | $1,000,000 | $0 | $0 | $0 | $7,200,000 |
| | | Total | $2,700,000 | $3,500,000 | $1,000,000 | $0 | $0 | $0 | $7,200,000 |
| | Well Electric Well Station Upgrade | Utility Rates-IC | $1,000,000 | $8,000,000 | $8,000,000 | $8,000,000 | $8,000,000 | $8,000,000 | $41,000,000 |
| | | Total | $1,000,000 | $8,000,000 | $8,000,000 | $8,000,000 | $8,000,000 | $8,000,000 | $41,000,000 |
| | Total | | $16,000,000 | $18,800,000 | $11,375,000 | $8,300,000 | $8,700,000 | $13,200,000 | $76,375,000 |
| Storage Systems | Eagle Ridge Reservoir #2 | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | Indian Trail Area Reservoir | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $500,000 | $500,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $500,000 | $500,000 |

## 2027-2032 6-Year CIP Projects

| Project Type | Project Title | Funding Source | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 6 Year Total |
|---|---|---|---|---|---|---|---|---|---|
| Storage Systems | Mallon Reservoir #2 | Utility Rates-IC | $0 | $0 | $0 | $0 | $600,000 | $4,000,000 | $4,600,000 |
| | | Total | $0 | $0 | $0 | $0 | $600,000 | $4,000,000 | $4,600,000 |
| | Shawnee Reservoir Replacement | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | Woodridge Reservoir | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $150,000 | $150,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $150,000 | $150,000 |
| | Total | | $0 | $0 | $0 | $0 | $600,000 | $4,850,000 | $5,450,000 |
| Vehicles and Equipment | Excavation and Repair Equipment | Utility Rates - Water | $975,000 | $754,000 | $510,000 | $840,000 | $900,000 | $900,000 | $4,879,000 |
| | | Total | $975,000 | $754,000 | $510,000 | $840,000 | $900,000 | $900,000 | $4,879,000 |
| | Light Vehicles | Utility Rates - Water | $370,000 | $370,000 | $310,000 | $350,000 | $370,000 | $370,000 | $2,140,000 |
| | | Total | $370,000 | $370,000 | $310,000 | $350,000 | $370,000 | $370,000 | $2,140,000 |
| | Total | | $1,345,000 | $1,124,000 | $820,000 | $1,190,000 | $1,270,000 | $1,270,000 | $7,019,000 |
| Water Mains | 12th Avenue - Deer Heights to Flint | Private | $0 | $0 | $0 | $30,000 | $400,000 | $0 | $430,000 |
| | | Total | $0 | $0 | $0 | $30,000 | $400,000 | $0 | $430,000 |
| | 1st Avenue, Maple to Bernard, Distribution Main Replacement | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $60,000 | $60,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $60,000 | $60,000 |
| | 27th Avenue, SE Blvd to Ray St, Main Replacement | Utility Rates-IC | $0 | $0 | $0 | $25,000 | $200,000 | $0 | $225,000 |
| | | Total | $0 | $0 | $0 | $25,000 | $200,000 | $0 | $225,000 |
| | 4th Avenue Distribution Main Replacement (Sunset to Maple) | Utility Rates-IC | $0 | $0 | $0 | $20,000 | $200,000 | $0 | $220,000 |
| | | Total | $0 | $0 | $0 | $20,000 | $200,000 | $0 | $220,000 |
| | Austin Rd Trans Main - Five Mile Booster to Strong Storage | Utility Funds-IC | $0 | $200,000 | $4,000,000 | $4,000,000 | $4,000,000 | $0 | $12,200,000 |
| | | Total | $0 | $200,000 | $4,000,000 | $4,000,000 | $4,000,000 | $0 | $12,200,000 |
| | Broadway Avenue, Ash to Post Street Main Replacement | Utility Rates-IC | $0 | $0 | $35,000 | $300,000 | $100,000 | $0 | $435,000 |
| | | Total | $0 | $0 | $35,000 | $300,000 | $100,000 | $0 | $435,000 |
| | Browne's Addition Small Diam Main Replacement Program | Utility Rates-IC | $0 | $0 | $0 | $150,000 | $2,000,000 | $2,000,000 | $4,150,000 |
| | | Total | $0 | $0 | $0 | $150,000 | $2,000,000 | $2,000,000 | $4,150,000 |
| | Cedar Hills Booster Station Rehab | | $0 | $0 | $0 | $0 | $0 | $200,000 | $200,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $200,000 | $200,000 |
| | Coeur D'Alene & 11th to Milton Booster Station Transmission | Utility Rates-IC | $200,000 | $3,000,000 | $3,500,000 | $0 | $0 | $0 | $6,700,000 |
| | | Total | $200,000 | $3,000,000 | $3,500,000 | $0 | $0 | $0 | $6,700,000 |
| | Eagle Ridge (Qualchan to Eagle Ridge 1) | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | Flint/Greenwood/Russell Distribution Extension for PFAS Mitigation | Grant-DWSRF | $0 | $1,600,000 | $5,000,000 | $5,000,000 | $0 | $0 | $11,600,000 |
| | | Total | $0 | $1,600,000 | $5,000,000 | $5,000,000 | $0 | $0 | $11,600,000 |
| | Freya St Transmission Main, Wellesley Ave to Francis Ave | Utility Rates-IC | $0 | $100,000 | $100,000 | $0 | $0 | $0 | $200,000 |
| | | Total | $0 | $100,000 | $100,000 | $0 | $0 | $0 | $200,000 |
| | Future Development Upsize Water Projects | Utility Rates-IC | $250,000 | $250,000 | $250,000 | $250,000 | $300,000 | $300,000 | $1,600,000 |
| | | Total | $250,000 | $250,000 | $250,000 | $250,000 | $300,000 | $300,000 | $1,600,000 |

## 2027-2032 6-Year CIP Projects

| Project Type | Project Title | Funding Source | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 6 Year Total |
|---|---|---|---|---|---|---|---|---|---|
| Water Mains | Grandview Avenue from 17th Ave to 16th Ave Water Main | Utility Rates-IC | $700,000 | $0 | $0 | $0 | $0 | $0 | $700,000 |
| | | Total | $700,000 | $0 | $0 | $0 | $0 | $0 | $700,000 |
| | Hatch/57th Intersection (Dist Main Ext) | Utility Rates-IC | $0 | $0 | $0 | $300,000 | $0 | $0 | $300,000 |
| | | Total | $0 | $0 | $0 | $300,000 | $0 | $0 | $300,000 |
| | Indian Trail Transmission Main (Comanche to Meadowglen Park) | Utility Rates-IC | $200,000 | $4,000,000 | $0 | $0 | $0 | $0 | $4,200,000 |
| | | Total | $200,000 | $4,000,000 | $0 | $0 | $0 | $0 | $4,200,000 |
| | Indian Trail Transmission Main from Indian Trail Tank to Kathleen Drive Phase 1 | Utility Rates-IC | $0 | $500,000 | $2,500,000 | $2,500,000 | $0 | $0 | $5,500,000 |
| | | Total | $0 | $500,000 | $2,500,000 | $2,500,000 | $0 | $0 | $5,500,000 |
| | Latah from 14th Ave to 7th and Cannon Transmission Main Phase 3 | Loan-DWSRF | $4,800,000 | $0 | $0 | $0 | $0 | $0 | $4,800,000 |
| | | Utility Rates-IC | $5,500,000 | $0 | $0 | $0 | $0 | $0 | $5,500,000 |
| | | Total | $10,300,000 | $0 | $0 | $0 | $0 | $0 | $10,300,000 |
| | Latah from 7th/8th & Adams to 9th & Pine Storage | Utility Rates-IC | $0 | $0 | $0 | $500,000 | $3,000,000 | $2,000,000 | $5,500,000 |
| | | Total | $0 | $0 | $0 | $500,000 | $3,000,000 | $2,000,000 | $5,500,000 |
| | Latah from Cannon & 7th/8th to Adams Tmain Phase 4 | Utility Rates-IC | $0 | $100,000 | $500,000 | $3,000,000 | $2,000,000 | $0 | $5,600,000 |
| | | Total | $0 | $100,000 | $500,000 | $3,000,000 | $2,000,000 | $0 | $5,600,000 |
| | Latah from Chestnut and 23rd to 14th Ave Transmission Main | Utility Rates-IC | $400,000 | $3,000,000 | $4,000,000 | $0 | $0 | $0 | $7,400,000 |
| | | Total | $400,000 | $3,000,000 | $4,000,000 | $0 | $0 | $0 | $7,400,000 |
| | Latah from Westwood Lane to Chestnut and 23rd Ave | Utility Rates-IC | $0 | $300,000 | $4,000,000 | $3,000,000 | $0 | $0 | $7,300,000 |
| | | Total | $0 | $300,000 | $4,000,000 | $3,000,000 | $0 | $0 | $7,300,000 |
| | Main Ave, Monroe St to Browne St | Utility Rates-IC | $0 | $0 | $0 | $150,000 | $1,500,000 | $0 | $1,650,000 |
| | | Total | $0 | $0 | $0 | $150,000 | $1,500,000 | $0 | $1,650,000 |
| | Mallon Avenue, Monroe to Howard Main Replacement | Utility Rates-IC | $0 | $0 | $0 | $0 | $30,000 | $500,000 | $530,000 |
| | | Total | $0 | $0 | $0 | $0 | $30,000 | $500,000 | $530,000 |
| | Maple Street Main Distribution - Dean Ave to Broadway Ave | Utility Funds-IC | $200,000 | $0 | $0 | $0 | $0 | $0 | $200,000 |
| | | Total | $200,000 | $0 | $0 | $0 | $0 | $0 | $200,000 |
| | Mission Ave Main Distribution - Napa Street to Greene Street | Utility Funds-IC | $100,000 | $0 | $0 | $0 | $0 | $0 | $100,000 |
| | | Total | $100,000 | $0 | $0 | $0 | $0 | $0 | $100,000 |
| | Napa Distribution Replacement (2nd to Sprague) | Utility Rates-IC | $0 | $0 | $30,000 | $300,000 | $0 | $0 | $330,000 |
| | | Total | $0 | $0 | $30,000 | $300,000 | $0 | $0 | $330,000 |
| | North Hill Transmission Phase 1 from Kathleen and Indian | Utility Rates - Water | $0 | $0 | $0 | $500,000 | $3,000,000 | $2,000,000 | $5,500,000 |
| | | Total | $0 | $0 | $0 | $500,000 | $3,000,000 | $2,000,000 | $5,500,000 |
| | NSC - Havana Water Impacts | Utility Rates-IC | $2,500,000 | $0 | $0 | $0 | $0 | $0 | $2,500,000 |
| | | Total | $2,500,000 | $0 | $0 | $0 | $0 | $0 | $2,500,000 |
| | NSC - I-90 Water Crossings | WSDOT - Grant | $3,200,000 | $800,000 | $0 | $0 | $0 | $0 | $4,000,000 |
| | | Total | $3,200,000 | $800,000 | $0 | $0 | $0 | $0 | $4,000,000 |
| | NSC - I-90 Water Utility Impacts | Grant-WSDOT | $200,000 | $0 | $0 | $0 | $0 | $0 | $200,000 |
| | | Total | $200,000 | $0 | $0 | $0 | $0 | $0 | $200,000 |

## 2027-2032 6-Year CIP Projects

| Project Type | Project Title | Funding Source | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 6 Year Total |
|---|---|---|---|---|---|---|---|---|---|
| | NSC Planning from Interstate 90 to Sprague Avenue | Grant-WSDOT | $5,000 | $5,000 | $0 | $0 | $0 | $0 | $10,000 |
| | | Total | $5,000 | $5,000 | $0 | $0 | $0 | $0 | $10,000 |
| | Palouse/Freya Roundabout | Utility Rates-IC | $250,000 | $250,000 | $0 | $0 | $0 | $0 | $500,000 |
| | | Total | $250,000 | $250,000 | $0 | $0 | $0 | $0 | $500,000 |
| | Ray St., 17th to 11th Ave, Main Replacement | Utility Rates-IC | $0 | $2,500,000 | $1,000,000 | $0 | $0 | $0 | $3,500,000 |
| | | Total | $0 | $2,500,000 | $1,000,000 | $0 | $0 | $0 | $3,500,000 |
| | Riverside Ave, Monroe St to Wall St. | Utility Rates-IC | $100,000 | $0 | $0 | $0 | $0 | $0 | $100,000 |
| | | Total | $100,000 | $0 | $0 | $0 | $0 | $0 | $100,000 |
| | Riverside Distribution Improvements with CSO Project | Utility Rates-IC | $0 | $400,000 | $500,000 | $0 | $0 | $0 | $900,000 |
| | | Total | $0 | $400,000 | $500,000 | $0 | $0 | $0 | $900,000 |
| | Spokane Falls Blvd, Post to Division Street Main | Utility Rates-IC | $60,000 | $1,500,000 | $700,000 | $0 | $0 | $0 | $2,260,000 |
| | | Total | $60,000 | $1,500,000 | $700,000 | $0 | $0 | $0 | $2,260,000 |
| | Spotted Booster Station to Thorpe in 47th Ave | Utility Rates-IC | $150,000 | $200,000 | $3,000,000 | $0 | $0 | $0 | $3,350,000 |
| | | Total | $150,000 | $200,000 | $3,000,000 | $0 | $0 | $0 | $3,350,000 |
| | Sprague Ave from Post St to Division St Transmission Main | Utility Rates-IC | $0 | $0 | $200,000 | $1,000,000 | $1,000,000 | $0 | $2,200,000 |
| | | Total | $0 | $0 | $200,000 | $1,000,000 | $1,000,000 | $0 | $2,200,000 |
| | Sprague Ave Main Distribution - Lacey Street to Freya Street | Utility Funds-IC | $1,500,000 | $0 | $0 | $0 | $0 | $0 | $1,500,000 |
| | | Total | $1,500,000 | $0 | $0 | $0 | $0 | $0 | $1,500,000 |
| | Sterling Heights Distribution Extension for PFAS Mitigation | Grant-DWSRF | $500,000 | $3,000,000 | $3,000,000 | $2,000,000 | $0 | $0 | $8,500,000 |
| | | Total | $500,000 | $3,000,000 | $3,000,000 | $2,000,000 | $0 | $0 | $8,500,000 |
| | Sunset/Royal Distribution Extension for PFAS Mitigation | Grant-DWSRF | $1,000,000 | $3,200,000 | $0 | $0 | $0 | $0 | $4,200,000 |
| | | Total | $1,000,000 | $3,200,000 | $0 | $0 | $0 | $0 | $4,200,000 |
| | Water Model Calibration | Utility Funds-IC | $250,000 | $0 | $0 | $0 | $0 | $0 | $250,000 |
| | | Total | $250,000 | $0 | $0 | $0 | $0 | $0 | $250,000 |
| | West Plains New Water Service to Private (PFAS) | Utility Rates-IC | $100,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $5,100,000 |
| | | Total | $100,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $5,100,000 |
| | Westbow Trans Main - Thomas Mallen Rd to Spotted Rd | IC-Rates | $0 | $0 | $0 | $0 | $500,000 | $6,000,000 | $6,500,000 |
| | | Total | $0 | $0 | $0 | $0 | $500,000 | $6,000,000 | $6,500,000 |
| | Whistalks Way Transmission Main Replacement | Utility Rates-IC | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | | Total | $0 | $0 | $0 | $0 | $0 | $100,000 | $100,000 |
| | Total | | $22,165,000 | $25,905,000 | $33,315,000 | $24,025,000 | $19,230,000 | $14,260,000 | $138,900,000 |
| Water Maintenance | Belt Booster Station Rehab | Utility Rates-Water | $0 | $0 | $0 | $0 | $100,000 | $5,000,000 | $5,100,000 |
| | | Total | $0 | $0 | $0 | $0 | $100,000 | $5,000,000 | $5,100,000 |
| | Distribution System Monitoring | Utility Rates - Water | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $900,000 |
| | | Total | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $900,000 |
| | Electric Vehicles (EV) Charging Station Development | Commerce Grant | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | Utility Rates - Water | $1,000,000 | $0 | $0 | $0 | $0 | $0 | $1,000,000 |
| | | Total | $1,000,000 | $0 | $0 | $0 | $0 | $0 | $1,000,000 |

## 2027-2032 6-Year CIP Projects

| Project Type | Project Title | Funding Source | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 6 Year Total |
|---|---|---|---|---|---|---|---|---|---|
| Water Maintenance | Electrical Upgrades | Utility Rates - Water | $120,000 | $100,000 | $0 | $0 | $0 | $0 | $220,000 |
| | | Total | $120,000 | $100,000 | $0 | $0 | $0 | $0 | $220,000 |
| | FERC Part 12-D | Utility Rates-Water | $150,000 | $250,000 | $750,000 | $100,000 | $0 | $0 | $1,250,000 |
| | | Total | $150,000 | $250,000 | $750,000 | $100,000 | $0 | $0 | $1,250,000 |
| | Fire Storage System Upgrades | Utility Rates IC | $150,000 | $150,000 | $0 | $0 | $0 | $0 | $300,000 |
| | | Total | $150,000 | $150,000 | $0 | $0 | $0 | $0 | $300,000 |
| | Metering | Utility Rates - Water | $2,500,000 | $2,500,000 | $2,500,000 | $2,500,000 | $2,500,000 | $2,500,000 | $15,000,000 |
| | | Total | $2,500,000 | $2,500,000 | $2,500,000 | $2,500,000 | $2,500,000 | $2,500,000 | $15,000,000 |
| | Onsite Chlorine Generation | Utility Rates-Water | $600,000 | $600,000 | $0 | $0 | $0 | $0 | $1,200,000 |
| | | Total | $600,000 | $600,000 | $0 | $0 | $0 | $0 | $1,200,000 |
| | Parkwater Pump and Motor Replacements | Utility Rates - Water | $500,000 | $0 | $1,000,000 | $500,000 | $0 | $0 | $2,000,000 |
| | | Total | $500,000 | $0 | $1,000,000 | $500,000 | $0 | $0 | $2,000,000 |
| | Part 12 D Recommended Improvement | USACE Loan | $2,950,271 | $2,950,271 | $0 | $0 | $0 | $0 | $5,900,542 |
| | | Utility Rates - Water | $275,568 | $275,568 | $0 | $0 | $0 | $0 | $551,136 |
| | | Total | $3,225,839 | $3,225,839 | $0 | $0 | $0 | $0 | $6,451,678 |
| | PFAS Emergency Action | Utility Rates - Water | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $600,000 |
| | | Total | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $600,000 |
| | Rebuild Generators #2 and #3 in Powerhouse #1 | Utility Rates - Water | $3,500,000 | $3,500,000 | $0 | $0 | $0 | $0 | $7,000,000 |
| | | Total | $3,500,000 | $3,500,000 | $0 | $0 | $0 | $0 | $7,000,000 |
| | Rebuild Generators #4 and #5 in Powerhouse #2 | Utility Rates - Water | $0 | $0 | $3,200,000 | $3,200,000 | $0 | $0 | $6,400,000 |
| | | Total | $0 | $0 | $3,200,000 | $3,200,000 | $0 | $0 | $6,400,000 |
| | Rezatec Pipe Condition Assessment | Utility Rates -IC | $150,000 | $150,000 | $0 | $0 | $0 | $0 | $300,000 |
| | | Total | $150,000 | $150,000 | $0 | $0 | $0 | $0 | $300,000 |
| | SCADA System | Utility Rates - Water | $550,000 | $250,000 | $250,000 | $250,000 | $250,000 | $250,000 | $1,800,000 |
| | | Total | $550,000 | $250,000 | $250,000 | $250,000 | $250,000 | $250,000 | $1,800,000 |
| | Seepage Mitigation | USACE Loan | $2,685,021 | $2,685,021 | $0 | $0 | $0 | $0 | $5,370,042 |
| | | Utility Rates - Water | $671,256 | $671,256 | $0 | $0 | $0 | $0 | $1,342,512 |
| | | Total | $3,356,277 | $3,356,277 | $0 | $0 | $0 | $0 | $6,712,554 |
| | Station Building Repair | Utility Rates - Water | $250,000 | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $1,000,000 |
| | | Total | $250,000 | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $1,000,000 |
| | Street Projects Water Rehabilitation/Replacement | Utility Rates - Water | $1,000,000 | $1,000,000 | $0 | $0 | $0 | $0 | $2,000,000 |
| | | Total | $1,000,000 | $1,000,000 | $0 | $0 | $0 | $0 | $2,000,000 |
| | Tank Rehabilitation Fund | Utility Rates - Water | $675,000 | $2,000,000 | $0 | $100,000 | $1,500,000 | $0 | $4,275,000 |
| | | Total | $675,000 | $2,000,000 | $0 | $100,000 | $1,500,000 | $0 | $4,275,000 |
| | Upriver - Powerhouse 1 & 2 Concrete Repair | Utility Rates - Water | $250,000 | $0 | $0 | $0 | $0 | $0 | $250,000 |
| | | Total | $250,000 | $0 | $0 | $0 | $0 | $0 | $250,000 |
| | Upriver - Spillway Fence Extension | Utility Rates - Water | $65,000 | $0 | $0 | $0 | $0 | $0 | $65,000 |
| | | Total | $65,000 | $0 | $0 | $0 | $0 | $0 | $65,000 |

## 2027-2032 6-Year CIP Projects

| Project Type | Project Title | Funding Source | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 6 Year Total |
|---|---|---|---|---|---|---|---|---|---|
| Water Maintenance | Upriver Dam FERC Relicensing | Water Rates - Water | $512,000 | $861,000 | $1,100,000 | $400,000 | $500,000 | $250,000 | $3,623,000 |
| | | Total | $512,000 | $861,000 | $1,100,000 | $400,000 | $500,000 | $250,000 | $3,623,000 |
| | Upriver Dam Spillway Gate Replacement | USACE Loan | $4,000,000 | $4,000,000 | $4,000,000 | $4,000,000 | $0 | $0 | $16,000,000 |
| | | Utility Rates - Water | $579,550 | $579,550 | $579,550 | $579,550 | $0 | $0 | $2,318,200 |
| | | Total | $4,579,550 | $4,579,550 | $4,579,550 | $4,579,550 | $0 | $0 | $18,318,200 |
| | Water Distribution Main Resiliency & Water Quality | Utility Rates - Water | $500,000 | $500,000 | $500,000 | $500,000 | $500,000 | $500,000 | $3,000,000 |
| | | Total | $500,000 | $500,000 | $500,000 | $500,000 | $500,000 | $500,000 | $3,000,000 |
| | Water Distribution System District Metering and Pressure | Utility Rates - Water | $0 | $0 | $200,000 | $200,000 | $0 | $0 | $400,000 |
| | | Total | $0 | $0 | $200,000 | $200,000 | $0 | $0 | $400,000 |
| | Water Facilities Backup Power Retrofit | Utility Rates - Water | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $600,000 |
| | | Total | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $600,000 |
| | Water Infrastructure Optimization | Utility Rates - Water | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $600,000 |
| | | Total | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $600,000 |
| | Water Resource Plan | Utility Rates-IC | $100,000 | $200,000 | $200,000 | $0 | $0 | $0 | $500,000 |
| | | Total | $100,000 | $200,000 | $200,000 | $0 | $0 | $0 | $500,000 |
| | Water Service Replacement Program | Utility Rates - Water | $120,000 | $120,000 | $120,000 | $120,000 | $150,000 | $150,000 | $780,000 |
| | | Total | $120,000 | $120,000 | $120,000 | $120,000 | $150,000 | $150,000 | $780,000 |
| | Total | | $24,303,666 | $23,942,666 | $14,999,550 | $13,049,550 | $6,100,000 | $9,250,000 | $91,645,432 |
| Total | | | $68,473,666 | $69,771,666 | $60,509,550 | $46,564,550 | $35,900,000 | $42,830,000 | **$324,049,432** |

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 09/15/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 10/07/2026

| | |
|---|---|
| **Date Rec'd** | 9/9/2026 |
| **Clerk's File #** | RES 2026-0070 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | PLANNING SERVICES |
| **Contact Name/Phone** | COLIN QUINN- X6804 |
| **Contact E-Mail** | CQUINNHURST@SPOKANECITY.ORG |
| **Agenda Item Type** | Resolutions |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE MCATHCART |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** YES **Public Works?** NO |
| **Agenda Item Name** | DIVISION STREET TRANSIT ORIENTED DEVELOPMENT (TOD) PLAN |

## Agenda Wording

Resolution recognizing the Division Street Transit Oriented Development (TOD) Plan, jointly developed by the City of Spokane, Spokane County, and the Spokane Transit Authority through a community-supported planning process, as guidance for strategic updates to the City's development code, zoning map, and infrastructure programming in coordination with construction of the Division Street Bus Rapid Transit route.

## Summary (Background)

This cooperative plan resulted from a joint grant application between the City of Spokane, Spokane County, and the Spokane Transit Authority for funding from the Federal Transit Administration through the federal Pilot Program for Transit Oriented Development, supporting communities with planned light rail or bus rapid transit investments. This plan results from land use policy, zoning code, infrastructure and station area analysis for select station areas along the Division Street corridor to leverage upcoming bus rapid transit investments for adjacent development value.

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

No immediate operational impacts. Impacts occur as new development and infrastructure is programmed and budgeted consistent with this plan. This plan outlines long-term land use policies and updates to the development code.

**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?**

This project assessed baseline conditions at focus areas, addressed transportation patterns, land use patterns, and demographic conditions. The project included multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area provided guidance and feedback throughout the study.

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

Ongoing engagement will continue using these assessment strategies to adjust land use policies and development codes and to consider implementation strategies for proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods and will continue using market analysis methods to assess changes in conditions.

**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 key land use policies in the City's Comprehensive Plan, as well as neighborhood and subarea plans and studies, including: Chapter 3, Land Use: • LU 2: Public Realm Enhancement • LU 3: Efficient Land Use • LU 4: Transportation o LU 4.6: Transit-Supported Development Chapter 4, Transportation: • TR 2: Transportation Supporting Land Use • TR 5: Active Transportation • TR 6: Commercial Center Access • TR 7: Neighborhood Access • TR 9: Promote Economic Opportunity Chapter 7, Economic Development: • ED 2: Land Available for Economic Activities • ED 3: Strong, Diverse, and Sustainable Economy This project also aligns with previous studies and plans conducted by the Spokane Transit Authority

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 10000 |
| Current Year Cost | $ 5000 |
| Subsequent Year(s) Cost | $ 5000 |

## Narrative

This plan provides the results of a community-supported visioning process, land use policy assessment, zoning code analysis, and station area planning process for selected station areas along the Division Street corridor to plan for land use changes

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ Grant award amount: $405,000 | # 1360-XXXXX-99999-3XXXX-99999 |
| Expense | $ City match: $10,00 ($5,000 in 2026 and | # 1360-XXXXX-58620-54201-99999 $405,000 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Select |

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

Yes, this funding is sustainable for the one-time expense through Planning Services consultant budgeting.

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

In-kind staff time match.

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | GARDNER, SPENCER | ACCOUNTING - | BROWN, SKYLER |
| Division Director | GARDNER, SPENCER | | |
| Accounting Manager | ZOLLINGER, NICHOLAS | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| | smacdonald@spokanecity.org |
| Sgardner@spokanecity.org | cquinnhurst@spokanecity.org |
| eking@spokanecity.org | tblack@spokanecity.org |
| | |
| | |

**RESOLUTION NO. 2026-0070**

A resolution adopting the Division Street Transit-Oriented Development Plan.

**WHEREAS,** the City of Spokane has adopted a Comprehensive Plan that complies with the requirements of the Washington State Growth Management Act, including a Land Use element meeting the requirements set forth in RCW 36.70A.070(1) and a Transportation element meeting the requirements set forth in RCW 36.70A.070(6); and

**WHEREAS,** the City of Spokane's Comprehensive Plan Land Use element contains Policy LU 4.6 – Transit-Supported Development that encourages transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops; and

**WHEREAS**, the PlanSpokane 2046 Periodic Update of the City of Spokane's Comprehensive Plan includes Goal GS-6.1, Transit-Oriented Development to encourage higher intensity development, a mix of employment, residential, and commercial uses, and appropriate development design in areas of existing or planned high-performance transit; and

**WHEREAS**, the Division Street TOD Plan is consistent with the PlanSpokane 2046 Comprehensive Plan Periodic Update planning process, growth scenarios, and draft Future Land Use Map, and the general recommendations for land use adjustments have been incorporated into the PlanSpokane 2046 Future Land Use Map and are under consideration as part of that process.

**WHEREAS,** the Spokane Transit Authority (STA) is implementing Bus Rapid Transit (BRT) on Division Street, a corridor-based Bus Rapid Transit system running from Downtown Spokane north through Spokane County, accessing the Riverside, East Central, Emerson/Garfield, Logan, North Hill, Nevada Heights, and Shiloh Hills neighborhood councils; and

**WHEREAS,** the Spokane Regional Transportation Council (SRTC) and the STA jointly led the DivisionConnects transportation and land use study, which identified Bus Rapid Transit alignment scenarios, multi-modal transportation investments and land use opportunities along the Division Street corridor; and

**WHEREAS,** the Spokane Transit Authority Board of Directors adopted a Locally Preferred Alternative for the Division Street Bus Rapid Transit project on April 15, 2021, Resolution # 785-21; and

**WHEREAS,** the Spokane Transit Authority, Spokane County and City of Spokane jointly submitted a grant application on June 21, 2021, to the Federal Transit Administration's Pilot Program for Transit-Oriented Development, NOFO # FTA-2021-004-TPE-TODP, for preparation of transit-supportive land use and infrastructure investment recommendations for the Division Street corridor; and

**WHEREAS**, the Federal Transit Administration (FTA) granted $405,000 to the STA, City of Spokane and Spokane County to plan for TOD at transit stations on the Division Street bus rapid transit line, the grant was accepted by the STA, City of Spokane, and Spokane County under an Interlocal Agreement, contract # OPR 2023-1071, and the award was made official on August 15, 2024, under FAIN# WA-2024-034; and

**WHEREAS,** representatives of the Washington State Department of Transportation (WSDOT), SRTC, STA, Spokane County and the City of Spokane issued a competitive Request for Qualifications, City of Spokane RFQu #6048-24, and selected a team led by MIG, Inc. and including Kittelson & Associates, Inc. and Leland Consulting Group, to carry out the Division Street TOD Plan; and

**WHEREAS**, the Division Street TOD Plan assessed existing opportunities and challenges around selected transit station areas on Division Street, and recommended policies, strategies, regulations, and investments to create transit-supportive development in Division Street station areas; and

**WHEREAS,** the Division Street TOD Plan supports Transit Oriented Development that ensures people experience the benefits of transit access, regardless of income, race, ethnicity, age, gender, or ability; and

**WHEREAS**, the Division Street TOD Plan includes an economic analysis that identified the most viable type of residential construction in the short-term and long-term, and this economic analysis of the Division Street corridor is based on market assumptions and interviews from local developers; and

**WHEREAS,** the Division Street TOD Plan includes a transportation analysis that identifies the most impactful intersection and corridor improvements to improve the transportation network adjacent to Division Street, and this analysis is consistent with national best practices and informed by local knowledge; and

**WHEREAS,** the Division Street TOD Plan includes a matrix of implementable actions for land use and urban design, economic development, and transportation both within the City of Spokane and Spokane County, while the City of Spokane retains land use authority for only those portions of the Plan pertaining to areas within City limits; and

**WHEREAS,** the Division Street TOD Plan will be utilized to leverage future funding for land use and transportation plans and developments adjacent to Bus Rapid Transit systems and high-performance transit lines; and

**WHEREAS,** the Division Street TOD Plan guides future zoning and land use designations adjacent to Bus Rapid Transit systems and high-performance transit lines by providing a model for compact development with multi-modal access; and

**WHEREAS**, community engagement for the Division Street TOD Plan included two public surveys and in-person public engagement including three public meetings and two rounds of pop-up tabling events at community destinations as summarized on page 5 of Appendix E: Phase 2 Community Engagement Visioning Summary; and

**WHEREAS,** the public meetings were held September 26, 2024, at Natural Grocer's on North Division; February 27, 2025, at Northtown Mall; and October 22, 2025 at the Wonder Building, as summarized in the Plan on page 3 of Appendix D: Phase 1 Community Engagement – Kickoff Open House and Listening Session Summary and on Page 3 of Appendix E: Phase 2 Community Engagement Visioning Summary; and

**WHEREAS**, partner and community engagement in the Division Street TOD Plan also included four Community Advisory Committee and Technical Advisory Committee meetings with community organizations and partner agencies as summarized in Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries; and

**WHEREAS,** Neighborhood Council presentations were held at the North Hill Neighborhood Council on November 9, 2023, and at the Hillyard Neighborhood Council on May 8, 2025; and

**WHEREAS**, development of the Division Street TOD Plan included five plan commission workshops and one plan commission public hearing, and two City Council sub-committee presentations; and

**WHEREAS,** the Spokane City Plan Commission workshops were held January 8, 2025; March 12, 2025; June 11, 2025; September 10, 2025; October 8, 2025; and the Plan Commission public hearing was held on August 26, 2026, and the associated Findings & Conclusions subsequently signed by the Plan Commission president and provided for consideration to City Council; and

**WHEREAS,** City Council presentations were held on May 17, 2021, at the Finance & Administration Committee, on September 25, 2023, at the Public Infrastructure Environment and Sustainability sub-committee on June 3, 2024, at the Urban Experience sub-committee, and on October 23, 2023, at the Legislative Meeting of the City Council, where the Interlocal Agreement for the Division Street TOD Plan was approved;

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council recognizes the Division Street Transit-Oriented Development Plan as the city's policy framework for transit-oriented development and multi-modal access at Bus Rapid Transit station areas along Division Street, with recommendations addressing development scenarios, policies, regulations, and investments in public infrastructure to increase the potential for transit-oriented development at key station area; and

**BE IT FURTHER RESOLVED** that the Spokane City Council adopts the Division Street Transit-Oriented Development Plan, as shown in Attachment A, as the City of Spokane's plan for future actions to increase the City's Transit Oriented Development capacity.

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

_____
City Clerk

Approved as to form:

Assistant City Attorney

**SPOKANE CITY PLAN COMMISSION**
**FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS**
**REGARDING THE DIVISION STREET TRANSIT ORIENTED DEVELOPMENT (TOD) PLAN**

**A Recommendation from the City Plan Commission to the City Council recognizing the Division Street Transit Oriented Development (TOD) Plan as a guide for future policy development and potential regulatory, infrastructure, and programmatic implementation measures.**

**FINDINGS OF FACT:**

A. The City of Spokane adopted a Comprehensive Plan in 2001 that complies with the requirements of the Washington State Growth Management Act, including a land use element as well as a transportation element that is consistent with the land use element, meeting the requirements set forth in RCW 36.70A.070(2).

B. The City of Spokane has adopted a preferred alternative for the 2026 periodic update of the City's Comprehensive Plan and the Division Street TOD Plan implements this preferred alternative by including recommendations for land use, design guidelines, and implementation measures.

C. The City of Spokane land use element contains Policy LU 4.1 – Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

D. The City of Spokane land use element contains Policy LU 4.6 – Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

E. The Division Street TOD Plan is consistent with the PlanSpokane 2046 Comprehensive Plan Periodic Update planning process, growth scenarios, and draft Future Land Use Map, and the general recommendations for land use adjustments have been incorporated into the PlanSpokane 2046 Future Land Use Map and are under consideration as part of that process.

F. The PlanSpokane 2046 Periodic Update of the City of Spokane's Comprehensive Plan includes Goal GS-6.1, Transit-Oriented Development to encourage higher intensity development, a mix of employment, residential, and commercial uses, and appropriate development design in areas of existing or planned high-performance transit.

G. The City of Spokane transportation element contains Policy TR 2 – Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

H. The Spokane Transit Authority (STA) is implementing Bus Rapid Transit (BRT) on Division Street, a corridor-based Bus Rapid Transit system running from Downtown Spokane north through Spokane County, accessing the Riverside, East Central, Emerson/Garfield, Logan, North Hill, Nevada Heights, and Shiloh Hills neighborhood councils.

I. The Spokane Regional Transportation Council (SRTC) and the STA jointly led the DivisionConnects transportation and land use study, which identified Bus Rapid Transit alignment scenarios, multi-modal transportation investments and land use opportunities along the Division Street corridor.

J. The Spokane Transit Authority Board of Directors adopted a Locally Preferred Alternative for the Division Street Bus Rapid Transit project in 2021.

The Spokane Transit Authority, Spokane County and City of Spokane jointly submitted a grant application to the Federal Transit Administration's Transit-Oriented Development Pilot Program for preparation of transit-supportive land use and infrastructure investment recommendations for the Division Street corridor.

K. The Federal Transit Administration (FTA) awarded a $405,000 Pilot Program for Transit-Oriented Development grant in 2021 to plan for TOD at transit stations on the Division Street bus rapid transit line, and the grant was accepted in 2023 under an Interlocal Agreement, contract #OPR 2023-1071.

L. Representatives of the Washington State Department of Transportation (WSDOT), SRTC, STA, Spokane County and the City of Spokane issued a competitive Request for Qualifications (RFQ) to conduct development of the Division Street Transit Oriented Development (TOD) Plan.

M. The RFQ led to selection of MIG, a consulting firm with expertise in planning, urban design, and community engagement, who led a team including Leland Consulting Group and Kittelson & Associates, Inc. to undertake the planning process for the Division Street corridor, assessing land use, transportation, urban design, and economic development, and on this basis provide a series of recommendations for inclusion in the PlanSpokane 2046 Comprehensive Plan update.

N. Outreach and public communication began in the Fall of 2024 and included a project web page, interactive online surveys allowing people to envision what the Division Street corridor could look like in the future, and in-person workshops in multiple phases of the project.

O. Public meetings were held September 26, 2024, at Natural Grocer's on North Division; February 27, 2025, at Northtown Mall; and October 22, 2025, at the Wonder Building, as summarized in the Plan on page 3 of Appendix D: Phase 1 Community Engagement – Kickoff

Open House and Listening Session Summary and on Page 3 of Appendix E: Phase 2 Community Engagement Visioning Summary.

P. Two rounds of pop-up tabling events at popular community destinations along the corridor informed development of the Plan, as summarized on page 5 of Appendix E: Phase 2 Community Engagement Visioning Summary.

Q. Partner and community engagement in the Division Street TOD Plan also included four Community Advisory Committee and Technical Advisory Committee meetings with community organizations and partner agencies as summarized in Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

R. The Community Advisory Committee meetings were held January 7, 2025; June 5, 2025; September 24, 2025; and June 3, 2026, and included representatives of community organizations, non-profits, advocacy groups, neighborhood councils, educational institutions, employers, developers, real estate professionals, and medical institutions as summarized in the Plan in on Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

S. Technical Advisory Committee meetings were held January 7, 2025; June 5, 2025; September 24, 2025; and June 3, 2026, and included representatives of WSDOT, STA, Spokane County, SRTC and various City departments including the Streets Department, Public Works, Integrated Capital Management, the Development Services Center, and City Council members, as summarized in the Plan in on Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

T. The resulting Division Street TOD Plan included an economic analysis that identified the most viable type of residential construction in the short-term and long-term. This economic analysis of the Division Street corridor is based on market assumptions and interviews from local developers led by Leland Consulting Group.

U. The Division Street TOD Plan includes a transportation analysis that identifies the most impactful intersection and corridor improvements to improve the transportation network adjacent to Division Street. This transportation analysis was conducted by Kittelson & Associates, Inc. consistent with national best practices and informed by local knowledge.

V. The Division Street TOD Plan includes a matrix of implementable actions for land use and urban design, economic development, and transportation.

W. Neighborhood Council presentations were held at the North Hill Neighborhood Council on November 9, 2023, and at the Hillyard Neighborhood Council on May 8, 2025.

X. The process for the Division Street TOD Plan included five plan commission workshops and one plan commission public hearing, and two City Council sub-committee presentations.

Y. Spokane City Plan Commission workshops were held January 8, 2025; March 12, 2025; June 11, 2025; September 10, 2025; October 8, 2025.

Z. City Council presentations were held on May 17, 2021, at the Finance & Administration Committee, on September 25, 2023, at the Public Infrastructure, Environment & Sustainability Committee and on June 3, 2024, at the Urban Experience Committee, and the City Council adopted the Division Street TOD Interlocal Agreement at the Legislative Meeting of October 23, 2023.

AA. On August 26, 2026, the City Plan Commission held a public hearing on the recommendations of the Division TOD Plan. At the public hearing, the Plan Commission heard testimony on the Plan recommendations and deliberated on the proposed plan.

**CONCLUSIONS:**

Based upon the recommendations of the Division Street TOD Plan and associated appendices, staff analysis, agency and public comments received, and public testimony presented, the Plan Commission makes the following conclusions with respect to the Division Street TOD Plan:

1. The recommendations of this plan are consistent with the goals and purposes of the Growth Management Act.
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and people desiring to comment have been given that opportunity to comment.
3. Recommendations for changes to land use and zoning districts are expected to be incorporated into the periodic update of the Comprehensive Plan currently being reviewed by the Plan Commission.

**RECOMMENDATION:**

In the matter of the recommendations of the Division Street TOD Plan:

As based upon the above listed findings and conclusions, by a unanimous vote, the Plan Commission takes the following actions:

(1) Recommends to City Council the **APPROVAL** of a resolution adopting the Division Street TOD Plan as the City's policy to guide future growth, development, and public investment in the Division Street TOD area.

(2) Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the resolution.

Jesse Bank
Jesse Bank (Sep 8, 2026 15:17:59 PDT)

**Jesse Bank, President**
**Spokane Plan Commission**
**August 26, 2026**

# DivisionTOD_PC Findings and Conclusion_8.28.2026_updated 9.3.26 (002)

Final Audit Report 2026-09-08

| | |
|---|---|
| Created: | 2026-09-08 |
| By: | Emily King (eking@spokanecity.org) |
| Status: | Signed |
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## "DivisionTOD_PC Findings and Conclusion_8.28.2026_updated 9.3.26 (002)" History

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Adobe Acrobat Sign

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 10/15/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/6/2026 | | |
| **Clerk's File #** | ORD C36965 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | DEVELOPMENT SERVICES | **Bid #** | |
| **Contact Name/Phone** | TAMI 6157 | **Requisition #** | |
| **Contact E-Mail** | TPALMQUIST@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Final Reading Ordinance | | |
| **Council Sponsor(s)** | ZZAPPONE KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | DSC FEE AMENDMENTS | | |

## Agenda Wording

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code.

## Summary (Background)

City Council approved the new fee schedules for the DSC on December 9, 2024 that included an annual CPI increase. This year, and moving forward, Development Fees will be adopted by Public Rule.

**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** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| 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** | PALMQUIST, TAMI | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| | tpalmquist@spokanecity.org |
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| nzollinger@spokanecity.org | klouden@spokanecity.org |
| | |
| | |

# ORDINANCE NO C36965

An Ordinance relating to fees and charges and amending sections of Chapter 08.02 of the Spokane Municipal Code.

WHEREAS, the City currently establishes and collects various development fees by incorporating them into the Spokane Municipal Code as a single amendment to Chapter 08.02; and

WHEREAS, once incorporated into the Spokane Municipal Code, any changes to the Development Fee Schedule can only be made by City Council action and a new ordinance; and

WHEREAS, the City recent adopted a process for City departments and divisions to adopt a public rule that is binding on the general public, which process may be better suited to making changes to the Development Fee Schedule than changes made by ordinance; and

WHEREAS, the City Council wishes to revise the existing Spokane Municipal Code to allow for adoption of a Development Fee Schedule by public rule;

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

**Section 1.** That Article I, Section 08.02.010 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.010 General Provisions**

A. The City, by its fees, attempts to further the following principles:

1. Fees charged in connection with programs regulatory of private activities in the exercise of the police power shall be reasonably related to the costs and expenses of administering and enforcing the program.

2. While regulatory programs under the police power promote the general welfare of the community as a whole, the costs should, so far as reasonably possible, be borne by the persons whose activities voluntarily undertaken create the need for regulations.

3. Charges for municipal utility services should be designed to enable the utility to be self-supporting so that it operates neither at a loss requiring subsidy by the general fund, nor at a profit inuring to the benefit of the general fund. Rates should be based upon reasonable differences, including cost of service;

location of customers; cost of maintenance, operation, repair and replacement of the various parts of the system; character of service furnished; quantity and quality of service; time of use; and capital contributions made to the system by way of assessments or otherwise.

4. Some charge should be made whenever the City allows private use of public facilities or forbears collection of money owed in recognition of the premise that the City holds its moneys and property as a public trustee.

5. When a person undertakes a renovation project of a building in the central business district which involves a building that is listed on the Spokane Register as an historic building, and when a project seeks to preserve and restore the historic value and character of said building; when the City further finds that the project confers a benefit of reasonably general character to a significant part of the public, the City may waive all of the street obstruction permit fees for the project. A person may appeal the City's determination of a denial of the permit waiver to the hearing examiner.

B. Definitions.

For purposes of Chapter 08.02, the following terms shall have the meaning set forth herein unless a different meaning is expressly provided in the sections of this Chapter

1. "Amusement device" means a machine or device which provides recreation or entertainment, the outcome of which is determined to a material degree by the skill of the participant and for which a charge is made for use or play, including, without limitation, pool and billiard tables, shuffleboards, music machines, video games, pinball games, and riding devices; provided, however, that it does not mean or include any machine or device used exclusively for the vending of merchandise.

2. "Central business district" means properties located east of Cedar Street, west of Pine Street, north of Third Avenue, and south of the Spokane River.

3. "Entertainment facility" means any place of public accommodation in which amusement devices are offered or available for use or play, or in which music, dancing, or entertainment are offered or available and including teen clubs and all-ages venues.

4. "Development Fee Schedule" means that schedule of fees <u>incorporating development fees set forth in Section 08.02.012 and</u> updated annually ((~~by resolution pursuant to Section 08.02.012~~)) <u>via a Public Rule adopted pursuant to Chapter 3.14.</u>

**Section 2.** That Article I, Section 08.02.012 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.012 Development Periodic Fee Adjustment**

A. Effective January 1, 2026, and the first January of each year thereafter, the development fees listed in Section 08.02.0220 Sidewalk Cafes, Section 08.02.0235 Parklets and Streateries, Section 08.02.030 Boiler Code, Section 08.02.031 Building Code, Section 08.02.032 Electrical Code, Section 08.02.033 Elevator Code, Section 08.02.035 Mechanical Code, Section 08.02.036 Plumbing Code, Section 08.02.037 Sewer Code, Section 08.02.0371 Water Code, Section 08.02.038 Shorelines Management, Section 08.02.039 Special Inspections and Other Fees, Section 08.02.060 Building Code, Section 08.02.061 Environmental Policy, Section 08.02.064 Plats, Section 08.02.065 Streets and Airspace, Section 08.02.0655 Private Construction Plan Review and Inspection, Section 08.02.066 Zoning, Section 08.02.0665 Design Review, Section 08.02.067 Existing Building and Conservation Code, Section 08.02.069 Comprehensive Plan and Land Use Code Amendments, Section 08.02.0696 Concurrency Inquiry Application Fee, Section 08.02.087 Appeals, Section 08.02.089 Special Permits For Oversize Or Overweight Movements, Section 08.02.0204 Building Contractors and Workers shall be adjusted by the City of Spokane Building Official for an amount equal to the Consumer Price Index for West Urban Consumers (CPI) adjustment for the previous July-to-July U.S. All City Average (CPI-U and CPI-W). The adjusted fees shall include an upper limit based on the average CPI rate over the past three years. The newly determined amount shall be rounded up to the nearest dollar and shall not exceed the calculated upper limit "average percentage". In addition, the adjusted fees shall be presented to the city council for approval <u>via a Public Rule adopted pursuant to Chapter 3.14,</u> and a copy of the approved fees filed with the city clerk and city building official before becoming effective.

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

C. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

**Section 3**. That Article III, Section 08.02.0371 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.0371 Water Code**

((~~The fee for a water tapping permit application is sixty-five dollars. The fee for a water meter application fee is sixty-five dollars, except if these two applications are made together, only one sixty-five dollar fee is assessed.~~)) <u>Application processing fees for water taps and meters shall be assessed in accordance with the Development Fee Schedule.</u>

**Section 4**. That Article VI, Section 8.02.0655 of the Spokane Municipal code is amended to read as follows:

**Section 08.02.0655 Private Construction Plan Review and Inspection**

A. Except for stormwater systems, the charges collected by ((~~the department of engineering~~)) Development S((~~s~~))ervices for private construction plan review are an amount based on the value of the work, as shown in the ((~~following~~))Private Construction Plan Review Fee T((~~t~~))able((~~:~~)) within the Development Fee Schedule.

((~~VALUE OF WORK~~

| ~~(in dollars)~~ | ~~FEE (in dollars)~~ |
|---|---|
| ~~1 - 10,000~~ | ~~300~~ |
| ~~10,001 - 50,000~~ | ~~300 plus 15 for each 1,000 over 10,000~~ |
| ~~50,001 - 100,000~~ | ~~900 plus 13 for each 1,000 over 50,000~~ |
| ~~100,001 - 500,000~~ | ~~1,550 plus 10.50 for each 1,000 over 100,000~~ |
| ~~500,001 - 1,000,000~~ | ~~5,750 plus 9.50 for each 1,000 over 500,000~~ |
| ~~Over 1,000,000~~ | ~~10,500 plus 8.75 for each 1,000 over 1,000,000~~)) |

B. The fee for additional review required by excessive changes, additions or revisions is billed at the City of Spokane hourly rate found in the Development Fee Schedule.

C. ((~~For p~~))Plan review fees for((~~of~~)) on-site sewer and water systems that are not associated with a City building permit (i.e. projects located outside the City limits but within the City's sewer and/or water service area) ((~~the review fees~~)) are((~~:~~)) provided in the Development Fee Schedule.((

~~1. Two hundred fifty dollars for review of an on-site water system; and~~
~~2. Two hundred fifty dollars for review of an on-site sanitary sewer system.~~))

D. Stormwater Review Fees are provided in the Development Fee Schedule based on "standard" and "complex" systems as identified within this subsection.

1. Standard Stormwater Systems.

   Stormwater systems with simple analysis using rational method with all drainage disposed of using swales and drywells only; complexity of analysis limited to use of bowstring calculation of individual swales with outflow limited to drywells (i.e., no routing analysis); no off-site drainage entering or exiting the site.((

   ~~a. Less than ten lots: Four hundred dollars plus ten dollars per lot.~~
   ~~b. Between ten lots and one hundred lots: Five hundred dollars plus ten dollars per lot.~~

~~c. Greater than one hundred lots: Seven hundred fifty dollars plus ten dollars per lot.~~
~~d. For plan review of on-site stormwater systems not associated with a City building permit the review fees are:~~
~~i. Two hundred fifty dollars for review of an on-site system for a project site two acres or less; and~~
~~ii. Five hundred dollars for review of an on-site system for a project site greater than two acres.~~))

2. Complex Stormwater Systems.

Stormwater systems requiring complex routing and analysis, or situated on slopes ten percent or greater, or receiving off-site drainage.((

~~a. Less than ten lots: Five hundred dollars plus ten dollars per lot.~~
~~b. Between ten lots and one hundred lots: Seven hundred fifty dollars plus fifteen dollars per lot.~~
~~c. Greater than one hundred lots: One thousand dollars plus fifteen dollars per lot.~~
~~d. For plan review of on-site stormwater systems not associated with a City building permit the review fees are:~~
~~i. Five hundred dollars for review of an on-site system for a project site two acres or less; and~~
~~ii. One thousand dollars for review of an on-site system for a project site greater than two acres.~~))

3. Storm Sewers.

Review fees for public or private storm sewers to be constructed in easements or City street rights-of-way are determined in accordance with ((~~subsection (A)(1) of this section~~)) the job value fee portion of the Private Construction Plan Review Fee Table in the Development Fee Schedule.

4. Waivers or Variances.

Additional charge for requested variances or waivers for inadequate “208” swale volumes or nonstandard drainage facilities or special conditions will be billed at the City of Spokane hourly rate found in the Development Fee Schedule.

E. The plan review fee for a site development permit is ((~~two hundred fifty dollars~~)) provided in the Development Fee Schedule.

F. The review fee for a traffic impact analysis is ((~~two hundred dollars~~)) set forth in the Development Fee Schedule.

G. The hydraulic analysis review fee ((~~of five hundred eighty-five dollars~~)) set forth in the Development Fee Schedule shall be paid to the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~d~~))Department((~~ for review of a hydraulic analysis~~)).

H. The charges collected by ((~~the department of engineering~~)) Development S((~~s~~))ervices for private construction inspection are an amount based on the value of the work, as shown in the ((~~following~~)) Private Construction Inspection Fee T((~~t~~))able((~~:~~)) within the Development Fee Schedule.

((~~VALUE OF WORK (in dollars) FEE (in dollars)~~

| | |
|---|---|
| ~~1 - 5,000~~ | ~~500~~ |
| ~~5,001 - 10,000~~ | ~~1,000~~ |
| ~~10,001 - 50,000~~ | ~~1,000 plus 25 for each 1,000 over 10,000~~ |
| ~~50,001 - 100,000~~ | ~~2,000 plus 20 for each 1,000 over 50,000~~ |
| ~~100,001 - 500,000~~ | ~~3,000 plus 15 for each 1,000 over 100,000~~ |
| ~~500,001 - 1,000,000~~ | ~~9,000 plus 10 for each 1,000 over 500,000~~ |
| ~~Over 1,000,000~~ | ~~14,000 plus 5 for each 1,000 over 1,000,000~~)) |

I. Non-typical specialty projects (unusual projects involving specific conditions not typically encountered) will be billed on an hourly basis. The customer may request a written estimate in advance. When the director determines hourly billing should apply, such billings will include hours for the work, additional inspections and overtime inspection at the rates provided in the Development Fee Schedule.

**Section 5**: Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 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.

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:** 10/13/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 11/11/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 10/7/2026 | | |
| **Clerk's File #** | ORD C36966 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | ADAM 6779 | **Requisition #** | |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | KTELIS BWILKERSON | | |
| **Sponsoring at Administrators Request** | YES | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | LOCAL IMPROVEMENT DISTRICT CODE UPDATE | | |

## Agenda Wording

An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code.

## Summary (Background)

A local improvement district is a geographical area formed by a group of property owners who partner together to finance design and construction of capital improvements such as sidewalks, crosswalks, street pavement, and utility lines. The City of Spokane has not had a local improvement district formed for many years due to several factors including the lack of City matching funds and the complexity of forming a local improvement district. The procedures for forming local improvement districts are established in state law, but the Spokane Municipal Code adds additional administrative requirements that create additional barriers to the formation of local improvement districts. This ordinance eliminates barriers to the creation of local improvement districts by utilizing the formation procedures provided under state law and removing unnecessary requirements established in the municipal code.

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

N/A - This ordinance updates the City's local improvement district formation procedures.

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

N/A - This ordinance updates the City's local improvement district formation procedures.

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

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

This ordinance aligns with RCW Chapters 35.43, 35.44, 35.45, 35.47, 35.48, 35.49, 35.50, 35.53, 35.54, 35.55 and 35.56.

**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 | **$** | **#** |
| Select | **$** | **#** |
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| 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** | | | |
| **Accounting Manager** | DANIELS, DERREK | | |
| **Legal** | DUGGAN, ANDI | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
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# ORDINANCE NO. C36966

An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code.

**WHEREAS,** a local improvement district is a geographical area formed by a group of property owners who partner together to finance design and construction of capital improvements such as sidewalks, crosswalks, street pavement, and utility lines; and

**WHEREAS,** the City of Spokane has not had a local improvement district formed for many years due to several factors including the lack of City matching funds and the complexity of forming a local improvement district; and

**WHEREAS,** the procedures for forming local improvement districts are established in state law, but the Spokane Municipal Code adds additional administrative requirements that create additional barriers to the formation of local improvement districts; and

**WHEREAS,** the City seeks to eliminate barriers to the creation of local improvement districts by utilizing the formation procedures provided under state law and removing unnecessary requirements established in the municipal code.

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

**Section 1.** That Chapter 07.05 of the Spokane Municipal Code is hereby repealed.

**Section 2.** That there is adopted a new Chapter 07.05A of the Spokane Municipal Code to read as follows:

## Chapter 07.05A Local Improvement Districts


07.05A.005 Purpose
07.05A.100 Revised Code of Washington Adopted by Reference
07.05A.110 Hearings by the Hearing Examiner
07.05A.120 Rules and Procedures


### Section 07.05A.005 Purpose

A. The purpose of local improvement districts is to fund needed capital improvements such as sidewalk construction and repair, street lights, street and alley paving, and other capital improvements consistent with RCW 35.43.040.

B. Per RCW 35.43.120, local improvement districts may be initiated upon a petition signed by the owners of property aggregating a majority or more of the area within

the proposed district, provided the City may deny the creation of the local improvement district when the project is considered a substantial risk to the City.

C. Per RCW 35.43.130 and RCW 35.43.140, the City Council may adopt a resolution by majority vote to initiate proceedings for the formation of a local improvement district.

**Section 07.05A.100 Revised Code of Washington Adopted by Reference**

RCW Chapters 35.43, 35.44, 35.45, 35.47, 35.48, 35.49, 35.50, 35.53, 35.54, 35.55 and 35.56 RCW, and all subsequent amendments thereto are adopted and made a part of this chapter by reference as if set out fully in this chapter.

**Section 07.05A.110 Hearings by the Hearing Examiner**

The authority and responsibility of the City Council as legislative authority to hold hearings for the establishment and assessment of local improvement districts, as provided in RCW 35.43.140 and RCW 35.44.070, may be delegated to the Hearing Examiner by City Council resolution.

**Section 07.05A.120 Rules and Procedures**

The City may develop program policies and procedures implementing this chapter consistent with state law. Any public rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

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

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

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 09/01/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 09/23/2026

| | |
|---|---|
| **Date Rec'd** | 8/27/2026 |
| **Clerk's File #** | ORD C36937 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | CITY COUNCIL |
| **Contact Name/Phone** | PAUL DILLON 625-6254 |
| **Contact E-Mail** | PDILLON@SPOKANECITY.ORG |
| **Agenda Item Type** | First Reading Ordinance |
| **Council Sponsor(s)** | PDILLON KTELIS |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | ORDINANCE RELATED TO CHRONIC NUISANCE PROPERTIES |

## Agenda Wording

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

## Summary (Background)

Despite laws relating to chronic nuisance properties, some property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane. This ordinance provides enhanced penalties for failure to abate chronic nuisance properties, designed give such property owners additional incentives to address the problems that their property is creating. The ordinance sets an effective date of January 1, 2027 or the date set by Section 19 of the City Charter, whichever is later.

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

To be determined

**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?**

To be determined.

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

To be determined

**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?**

Strengthens current laws on chronic nuisance properties.

**Council Subcommittee Review**

None

| **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 | **$** | **#** |
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| | | |

| **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** | | | |
| **Legal** | PICCOLO, MIKE | | |
| **For the Mayor** | | | |

| **Distribution List** | |
|---|---|
| pdillon@spokanecity.org | vramos@spokanecity.org |
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**ORDINANCE NO. C36937**

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

**WHEREAS**, the Spokane City Council has determined property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane; and

**WHEREAS**, the City has determined that enhanced penalties will give such property owners additional incentives to address the problems that their property is creating, and that some property owners will never act responsibly unless their property is subject to such penalties and abatement procedures; and

**WHEREAS**, Chronic nuisance properties create a negative financial impact and strain upon City services by numerous calls for service from various City departments;

**NOW, THEREFORE**, the City Council of the City of Spokane, Washington, does ordain as follows:

**Section 1.** That section 10.68.020 of the Spokane Municipal Code is amended to read as follows:

**Section 10.68.020 Definitions**

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

A. "Abandoned property", for purposes of defining a chronic nuisance, means a property over which the owner or person in charge no longer asserts control for any reason, or is unattended and open and unsecured or subject to occupation by any unauthorized individual, or meets the definition of "abandoned" as defined in SMC 17F.070.030. ((~~means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals~~))

B. "Abate" means to repair, replace, remove, destroy, return to productive use, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City division or department director or designee determines is necessary in the interest of the general health, safety and welfare of the community.

C. “Abatement agreement” means a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.

D. “Chronic nuisance property” means:

1. a property on which nuisance activity is observed on three or more occasions during any sixty-day period or on which nuisance activity is observed on seven or more occasions during any twelve-month period, or

2. a property where, pursuant to a valid search warrant, evidence of drug-related activity has been identified two or more times; or

3. any abandoned property where nuisance activity exists.

E. “Control” means the ability to regulate, restrain, dominate, counteract or govern property or conduct that occurs on a property.

F. “Drug-related activity” means any unlawful activity ((at))on a property ((~~which consists of the manufacture, delivery, sale, storage, possession, use, or giving away of any controlled substance as defined in chapter 69.50 RCW, legend drug as defined in chapter 69.41 RCW, or imitation controlled substances as defined in chapter 69.52 RCW.~~)) with evidence of unlawful drug-related activity, including, but not limited to, unlawfully manufacturing, delivering, selling, storing, possessing, using, or giving away (i) any controlled substance as defined in chapter 69.50 RCW, (ii) any legend drug as defined in chapter 69.41 RCW, or (3) any imitation controlled substances as defined in chapter 69.52. Issuance of a valid search warrant on two or more occasions within a 12-month period shall constitute a presumption that drug-related activity is occurring on the property. Possession of marijuana that is legal under state law shall not result in enforcement action under this ordinance.

G. “Landlord” means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord

H. “Nuisance activity” means and includes:

1. Any civil code violation as defined by state law or local ordinance occurring around or near the property, including, but not limited to, the following activities, conditions or behaviors:

a. Litter and Rubbish

b. Fire Hazard from Vegetation and Debris

c. Any dangerous animal violations

d. Fire Code Violations

e. Alcohol beverage control violations, as defined in RCW 66.44.

f. General Nuisance

   i. any act or omission, as provided in Chapter 7.48 RCW or Chapter 9.66 RCW or which unreasonably:

      1. interferes with the comfort, solitude, health or safety of others; or

      2. offends common sensibilities and senses by way of extreme noise, light or odor; or

      3. obstructs or renders hazardous for public passage any public way or place; or

      4. pollutes or renders less usable any watercourse or water body.

   ii. maintaining or permitting upon any land:

      1. refrigerator, freezer or other insulated container within which a child could suffocate;

      2. a pit, excavation, swimming pool, well or other uncovered hole into which a person could fall;

      3. lumber, metal, plastic, paper, cardboard, or other scrap material deposited in such place and manner as to constitute a hazardous attraction to children;

      4. unused or junk vehicle or machinery or parts unless enclosed and secured as required by law for wrecking yards or junk yards;

      5. an abandoned or vacant building, structure or part thereof not securely closed to entry;

      6. toxic, radioactive, caustic, explosive, malodorous or septic substances, such as putrescent animal, fish or fowl parts, animal or vegetable waste matter, excrement and any material likely to attract or breed flies or rats, unless kept in proper receptacles as provided by the health and refuse laws; or

      7. structure, collection of wood, cloth, paper, plastic or glass material, vegetation or flammable substances

kept in such manner as to create a substantial risk of combustion or spread of fire.

2. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by State or local ordinance occurring on, around, near or having a nexus to a property, including but not limited to:

((~~3~~)) a. Stalking

((~~4~~)) b. Harassment

((~~5~~)) c. Failure to disperse

((~~6~~)) d. Disorderly conduct

((~~7~~)) e. Assault including domestic violence assault

((~~8~~)) f. Reckless endangerment

((~~9~~)) g. Prostitution

((~~10~~)) h. Patronizing a prostitute

((~~11~~)) i. Indecent exposure

((~~12~~)) j. Lewd conduct

((~~13~~)) k. Any firearms or dangerous weapons violations

((~~14~~)) l. Noise

((~~15~~)) m. Loitering for the purpose of engaging in drug-related activity

((~~16~~)) n. Drug-related activity.

((~~17~~)) o. Gang-related activity, as defined in: RCW 59.118.030.

((~~18~~)) p. Any crimes of domestic violence.

((~~19~~)) q. .Any violation of any protection order.

((~~20~~)) r. Warrant arrests, or any instance in which a DOC offender is located at a property while in violation of DOC supervision.

((~~21~~)) s. Reckless Driving, Driving Under the Influence, Vehicular Homicide and Assault

((~~22~~)) t. Possession of stolen property

((~~23~~)) u. Trafficking in stolen property and/or criminal profiteering

((~~24~~)) v. Theft, trafficking, or unlawful possession of commercial metal property

((~~25~~)) w. Identity theft

((~~26~~)) x. Rendering criminal assistance

((~~27~~)) y. Possession of stolen vehicle

I. "Owner" means any person having any interest in the real estate in question as indicated in the records of the office of the Spokane County auditor, or who establishes under this chapter, their ownership interest therein.

J. "Person" means natural person, financial institution, bank, joint venture, partnership, association, club, company, corporation, business trust, organization or the manager, lessee, agent, officer or employee of any of them.

((~~K. "Person associated with a property" means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit, a property or a person present on property, including without limitation, any officer, director, customer, agent, employee or any independent contractor of a property, or a person in charge of or owner of a property.~~))

((~~L~~)) K. "Person in charge" of a property means the property owner and any person in actual or constructive possession or control of a property, including, but not limited to, an ((~~owner,~~)) occupant, agent, tenant, or property manager of a property under ((~~his~~)) their control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one-time multiple persons in charge of a property all of which may be jointly and severally liable under this chapter.

((~~M~~)) L. "Premises and property" may be used by this chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.

((~~N "Rental unit" means any structure or that part of a structure including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.~~))

**Section 2.** That section 10.68.030 of the Spokane Municipal Code is amended to read as follows:

**Section 10.68.030 General Nuisance – Responsibility – Penalty**

A. Duty. Every person has a duty to:

1. Maintain their property in a lawful manner, free of nuisances;

2. Exercise reasonable diligence to ensure their property remains free of nuisances;

3. Ensure that no other person can cause or contribute to a nuisance on their property;

4. Contribution not a defense. It is not a defense to the enforcement of this chapter that other persons may have caused or contributed to the nuisance(s).

5. Lapse of time. A nuisance does not become legal by lapse of time. The obligations and responsibilities set forth in this section shall run with the land and shall be binding upon, and enforceable against, all current and future owners, occupants, or persons in charge of the property, regardless of any change in ownership or possession. These obligations shall attach to the property and shall be assumed by any successor in interest, including but not limited to heirs, transferees, grantees, assigns, or any other person or entity acquiring any right, title, or interest in the property.

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

((~~The procedure for chronic nuisance properties which are set out in SMC 10.68.040 for chronic nuisance properties do not apply to this section.~~))

C. Any person who knowingly hinders, delays or obstructs any City employee or other persons acting on direction of the City in the discharge of their official powers or duties in abating a nuisance under this chapter, shall be guilty of a misdemeanor.

**Section 3.** That section 10.68.040 of the Spokane Municipal Code is amended to read as follows:

**Section 10.68.040 Chronic Nuisance Property – Procedure**

A. Chronic Nuisance Notice

1. When documentation confirms a chronic nuisance property, as defined by subsection II of this section, the chief of police, or ((~~his~~))their designee shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.

2. The notice shall indicate the following:

a. the street address or a legal description sufficient for identification of the property;

b. a concise description of the nuisance activities that have occurred on the property and whether the property is abandoned;

c. a warning that the person in charge of the property may be subject to penalties as set forth in this chapter.

d. a demand that the person in charge respond to the chief of police or ((~~his~~))their designee within ten days of service of the chronic nuisance notice to discuss the nuisance activities and create a plan to abate the nuisance;

e. a statement that the person in charge shall have an opportunity to abate the nuisance giving rise to the nuisance; and

f. a warning that, if the person in charge does not respond, as required, or if the matter is not voluntarily corrected to the satisfaction of the chief of police, or ((~~his~~))their designee, the City may file an action to abate the property as a chronic nuisance property pursuant to this chapter and/or take other action against the property or person in charge.

3. Such notice shall be either:

a. personally served, or

b. delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Spokane County auditor, if different than the person in charge of the property; or

c. By posting the notice of Violation and Abatement in a prominent location on the premises in a conspicuous manner which is reasonably likely to be discovered.

B. Requirement to Respond

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

C. Abatement Agreement/Approved Plan to Abate

1. The person in charge shall enter into an abatement agreement or otherwise produce a plan approved by the chief of police or ((~~his~~))their designee to

abate the nuisance within ((~~fifteen~~))ten (10) days of the issuance of the chronic nuisance notice.

2. The abatement agreement, or approved plan to abate, shall be signed by the person in charge and shall include the following:
    a. The name and address of the persons in charge of the property;
    b. The street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;
    c. A description of the nuisance activities and whether the property is abandoned;
    d. The necessary corrective action to be taken, and a specific date or time by which correction must be completed.

D. Corrective Action

Once the person in charge has entered into an abatement agreement or otherwise produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance. Nuisance activity resulting from a failure to abide by the abatement agreement or approved plan is a civil infraction for each subsequent nuisance activity. Corrective action may include, but is not limited to:

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

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

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

**Section 4.** That section 10.68.050 of the Spokane Municipal Code is amended to read as follows:

**Section 10.68.050 Penalties**

A. Failure to Respond

It is a civil infraction for any person in charge to fail to respond to the Chief of Police or their designee within ((~~ten (10)~~)seven (7) days of service of the chronic nuisance notice.

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

It is a civil infraction for any person in charge to fail to enter into an abatement agreement or otherwise produce an approved plan to abate the nuisance within fifteen (15) days of the issuance of the chronic nuisance notice.

C. Failure to Abate Nuisance

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

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

**Section 5.** That section 10.68.060 of the Spokane Municipal Code is amended to read as follows:

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

A. ((~~The matter~~)) Matters under this Chapter may be referred to the city attorney for review and a determination of whether to initiate legal action.

B. In any action filed, the City shall have the burden of showing by a preponderance of the evidence that the property is a chronic nuisance property. Police reports, official city reports, and affidavits may be offered as evidence of chronic nuisance. The failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action.

C. If the superior court determines the property to be a chronic nuisance under this chapter the court ((~~may~~)):

1. May impose a warrant of abatement ordering the complainant to take all necessary steps to abate, deter and prevent the resumption of such nuisance; which may include but is not limited to, the immediate:

a. vacation of the premises;

b. closure and securing of the premises;

c. removal of litter, rubbish and junk vehicles from the premises;

d. safety inspection by Code Enforcement, Building Official, Fire Marshal, or any other government agency;

e. removal of personal property subject to seizure and forfeiture pursuant to RCW 69.50.505. or RCW 10.105.010.

2. ((~~impose~~)) Shall award to the City its expenses of abating, or attempting to abate, the nuisance on the property and/or the person in charge;

3. May impose a fine, civil penalty or award damages;

4. May order the property into receivership in accordance with RCW 7.60 and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use;

5. May order the person in charge to pay relocation assistance to any tenant who must relocate because of the order of abatement, and who the court finds not to have caused or participated in nuisance activities at the property; and

6. May award any other further relief deemed appropriate by the court.

D. In assessing the penalties and remedies, the court may consider the following factors:

1. The actions taken by the person in charge to mitigate or correct the nuisance activity.

2. The financial condition of the person in charge.

3. Any known mental or physical disabilities of the person in charge.

4. The repeated or continuous nature of the nuisance activity.

5. The statements of the neighbors or those affected by the nuisance activity; and

6. Any other factor deemed relevant by the court.

E. Any fine, civil penalty and/or expense awarded to the City may be filed with the city treasurer who shall cause the same to be filed as a lien on the property with the county treasurer. Expenses shall be submitted to the court for review and may be collected on execution.

F. The City shall file a formal lis pendens notice when an action for abatement is filed in the superior court.

G. The superior court shall retain jurisdiction during any period of closure or abatement of the property.

H. Spokane municipal court is to have jurisdiction of all civil infractions issued pursuant to this chapter.

**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.

**Section 8.** Effective Date. This ordinance shall be effective on that date which is the later of January 1, 2027 or that date set forth under Section 19 of the Spokane City Charter.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date