

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the July 28, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of July 28, 2025:

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

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 899 07991; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, July 25, 2024, and ending at 6:00 p.m. on Monday, July 28, 2025, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on July 28, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE



UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, JULY 28, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

VACANT POSITION – DISTRICT 2

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

Please note the space in username.

Both username and password are case sensitive.

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

AGENDA REVIEW SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------|
| 1. Interlocal Agreement (ILA) between Spokane County and cities within Spokane County amending previous ILA to include Spokane Tribe and Kalispel Tribe voting members in the Steering Committee of Elected Officials. (Council Sponsors: Council President Wilkerson and Council Member Bingle) | Approve | OPR 2025-0521 |
|--|---------|---------------|

Tirrell Black

The following item was brought forward to the July 14, 2025, Agenda, during the July 14, 2025, 3:30 p.m. Agenda Review Session and approved during the July 14, 2025, 6:00 p.m.

Legislative Session (OPR 2025-0522):

- | | | |
|---|---------|--------------------------|
| 2. Interlocal Agreement with Spokane County to expand the scope and capacity of services offered at Maddie's Place as part of the common goal of providing Neonatal Abstinence Syndrome care and support services—\$300,000 annually (Opioid settlement funds). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) | Approve | OPR 2025-0522 |
|---|---------|--------------------------|

Maggie Yates

- | | | |
|--|---------|---------------|
| 3. Acceptance of Fiscal Year 2024 Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees—\$6,885,650. (Council Sponsors: Council President Wilkerson and Council Member Bingle) | Approve | OPR 2025-0523 |
|--|---------|---------------|

Jon Klapp

4. Report of the Mayor of pending:
- Approve & Authorize Payments CPR 2025-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2025: \$_____.
- CPR 2025-0003
5. Minutes: Approve All
- a. City Council Meeting Minutes: _____, 2025. CPR 2025-0013
- b. City Council Standing Committee Meeting Minutes: _____, 2025.

Council Sponsor requests motion on behalf of Community, Housing, and Human Services to suspend Council Rules and add the following items (OPR 2025-0523 and OPR 2025-0528):

6. Acceptance of Fiscal Year 2024 Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees—\$6,885,650. (Council Sponsors: Council President Wilkerson and Council Member Bingle) Approve OPR 2025-0523
Jon Klapp
7. Interagency Agreement with the Housing Division Homelessness Assistance Unit to accept Consolidated Homeless Grant Award for July 1, 2025, through June 30, 2027—\$24,208,803. (Council Sponsors: Council President Wilkerson and Council Member Bingle) Approve OPR 2025-0528
Arielle Anderson

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0053 Appointing an individual to fill the position of Spokane City Council, District 2, vacated by Lili Navarrete. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Giacobbe Byrd

Cathcart/Bingle Proposed Amendment:

- Request motion to amend Resolution 2025-0053 with a proposed update filed July 15, 2025, and included in agenda packet under Resolution 2025-0053.

Dillon/Wilkerson Proposed Amendment:

- Request motion to amend Resolution 2025-0053 with a proposed update filed July 15, 2025, and included in agenda packet under Resolution 2025-0053.

RES 2025-0054 Approving settlement reached by Safety National Insurance, the City's excess insurance carrier, with the Estate of Robert Bradley in the amount of \$3,655,000. The City of Spokane will pay the balance of its Self-Insured Retention in the amount of \$222,123.21. Safety National will pay the entire settlement amount in exchange for a release of all claims and a dismissal of the pending lawsuit. (Council Sponsors: Council President Wilkerson and Council Member Bingle)

Lynden Smithson

The following item was deferred from the July 21, 2025, Agenda, during the July 14, 2025, 3:30 p.m. Agenda Review Session (RES 2025-0052):

RES 2025-0052 Setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code. (As amended during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)

Chris Wright

Zappone Proposed Amendment:

- Request motion to amend Resolution 2025-0052 with an updated revised version filed July 16, 2025, and included in agenda packet under Resolution 2025-0052. Note: If this amendment is adopted, it will result in an automatic deferral of the resolution to July 28, 2025, Agenda.

ORD C36551 Amending Ordinance C-22045 that vacated "C" Street from the north line of Sixteenth Avenue to the south line of Fourteenth Avenue and Fifteenth Avenue from the east line of "C" Street to a line drawn parallel to and 330 feet east of the east line of "C" Street, in the City and County

of Spokane, Washington, and providing for the effective date of this ordinance. (First Reading held July 22, 2024) (Council Sponsors: Council Members Zappone and Klitzke)

Eldon Brown

ORD C36726

Repealing duplicate code sections in Spokane Municipal Code Chapter 12.02; repealing Sections 12.02.1004 and 12.02.1008 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Adam McDaniel

ORD C36720

(To be considered under Hearings Item H1.) (Deferred from July 21, 2025, Agenda, during the July 14, 2025, 3:30 p.m. Agenda Review Session)

The following item was automatically deferred from the July 21, 2025, Agenda, due to an amendment being adopted during the July 14, 2025, 3:30 p.m. Agenda Review Session (ORD C36721):

ORD C36721

Relating to alcohol advertising regulations established by the Washington State Liquor Control Board, and adopting a new Chapter 10.63 to the Spokane Municipal Code. (As amended during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Council Member Dillon

The following item was automatically deferred from the July 21, 2025, Agenda, due to an amendment being adopted during the July 14, 2025, 3:30 p.m. Agenda Review Session (ORD C36723) and further deferral action is pending as noted on the July 21, 2025, Agenda, under "First Reading Ordinances":

ORD C36723

Titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date. (As amended during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Dillon and Zappone)

Council Member Dillon

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

RECOMMENDATION

Council Member Cathcart requests motion to suspend Council Rules and add the following item (CPR 2025-0035):

- S1. Letter to Spokane County requesting City participation in the selection of Executive Director of Spokane County Regional Animal Protection Service (SCRAPS). (Council Sponsor: Council Member Cathcart)

Approve

CPR 2025-0035

Council Member Cathcart

HEARINGS

RECOMMENDATION

The following item was deferred from the July 21, 2025, Agenda, during the July 14, 2025, 3:30 p.m. Agenda Review Session (ORD C36720):

H1. Final Reading Ordinance C36720 Updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Klitzke and Dillon)

Jon Snyder

Hold Hrg/
Close Hrg/
Pass Upon
Roll Call
Vote

ORD C36720

Klitzke Proposed Amendment:

- Request motion to amend Final Reading Ordinance C36720 with an updated revised version filed July 16, 2025, and included in agenda packet under Hearings Item H1.

OPEN FORUM

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

ADJOURNMENT

The July 28, 2025, Regular Legislative Session of the City Council will be held and is adjourned to August 18, 2025.

Note: The regularly scheduled City Council meetings for Monday, August 4, 2025, and Monday, August 11, 2025, have been canceled.

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

NOTES

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/27/2025

Clerk's File #

OPR 2025-0521

Cross Ref #**Project #****Council Meeting Date:** 07/28/2025**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

TIRRELL BLACK X6185

Requisition #**Contact E-Mail**

TBLACK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE BWILKERSON

Sponsoring at Administrators Request

NO

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

0650 INTERLOCAL AGREEMENT RE SCEO ADDING TRIBAL PARTICIPATION

Agenda Wording

Interlocal Agreement (ILA) between Spokane County and Cities within Spokane County amending previous ILA to include Spokane Tribe and Kalispel Tribe voting members

Summary (Background)

The Steering Committee of Elected Officials (SCEO) was established in 1995 to make recommendations on regional planning to the Board of County Commissioners (BOCC) on regional growth and Growth Management Act (GMA) matters. The City of Spokane has three members on this committee of regional elected officials. Current members are CM Cathcart (chair), CM Dillon, and CM Klitzke. In 2021 the WA state legislature (SHB1717), codified in RCW 36.70A.210, required that Tribes who choose to participate in planning and that have a reservation or ceded lands in the county or city shall be invited to participate in planning and the development of countywide planning policies. This interlocal agreement adds membership to the SCEO to the Spokane Tribe of Indians and the Kalispel Tribe of Indians.

What impacts would the proposal have on historically excluded communities?

This interlocal agreement extends membership in the Steering Committee of Elected Officials to the Spokane Tribe of Indians and Kalispel Tribe of Indians who were previously not included in regional planning.

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?

Participation in the SCEO is in alignment with the City's Comprehensive Plan Goal 10 in the Land Use Chapter, Joint Planning

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	BLACK, TIRRELL		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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tfischer@spokanecity.org		schesney@spokanecounty.org	
eking@spokanecity.org			

NO. 25 - 0166

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF CONSIDERING THE
SPOKANE COUNTY STEERING COMMITTEE
OF ELECTED OFFICIALS (SCEO)
RECOMMENDATION AMENDING THE SCEO
INTERLOCAL AGREEMENT TO INCLUDE
TRIBAL PARTICIPATION

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, hereinafter referred to as the "Board," has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions of Chapter 36.70.040 RCW, the Board has created a Planning Department, hereinafter referred to as the "Department," and a Planning Commission, hereinafter referred to as the "Commission" (Resolution No. 76-698 as amended by Resolution 23-0057); and

WHEREAS, pursuant to RCW 36.70A.210, the Steering Committee of Elected Officials ("Steering Committee") was established by interlocal agreement (Resolution 1994-1686, and as amended thereafter from time to time) to assist in the development of the Countywide Planning Policies and perform other duties, including but not limited to providing recommendations to the Board of County Commissioners on the same; and

WHEREAS, the amended SCEO interlocal agreement will replace the GMA Joint Planning Interlocal Agreement, as amended on November 19, 2008 and October 9, 2003, and originally adopted August 24, 1995 by Resolution 94-1686.

WHEREAS, pursuant to the provisions of RCW Section 36.70A.210, the legislative authority of a county that plans under the Growth Management Act (GMA) shall adopt a Countywide planning policy or policies in cooperation with the Cities and Tribes located in whole or in part within the County; and

WHEREAS, pursuant to the provisions of RCW Section 36.70A.210, counties are required to invite tribes to participate in developing countywide planning policies. Counties must develop policies for the protection of tribal cultural resources in collaboration with Tribes if they choose to participate; and

WHEREAS, pursuant to Substitute House Bill 1717 (2021-2022), and as codified in RCW 36.0A.130, local jurisdictions are required to work with federally recognized Indian tribes who choose to participate in the county or regional planning process, and by which federally recognized Indian tribes whose reservation or ceded lands lie within the county shall be invited to participate in and cooperate with the adoption process for proposed amendments to the Countywide Planning Policies; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the SCEO established a subcommittee consisting of technical staff from the various jurisdictions tasked with providing a recommendation to the SCEO on a proposed amendment to the existing interlocal agreement that fulfills the requirements of RCW 36.0A.130; and

WHEREAS, the Steering Committee Interlocal Agreement Subcommittee and Steering Committee held a total of six workshops on the subject of Amending the Steering Committee Interlocal Agreement, which took place on January 24th, 2024, May 15th, 2024, July 9th, 2024, August 20th, 2024, September 10th, 2024, and September 25th 2024; and

WHEREAS, pursuant to Chapter 36.70A RCW a notice of public hearing for the SCEO November 13th, 2024, hearing was issued on October 29th, 2024 (**Attachment A**); and

WHEREAS, the Steering Committee held a public hearing on the proposed amendment to the Steering Committee Interlocal Agreement on November 13th, 2024; and

WHEREAS, at the November 13th, 2024, SCEO hearing, the Steering Committee deliberated and unanimously recommended approval of the proposed amendment to the SCEO Interlocal Agreement included as (**Attachment B**); and

WHEREAS, the Board of County Commissioners received the SCEO recommendation on March 25th, 2025, and set April 1st, 2025, to consider the same; and

WHEREAS, at the April 1st, 2025, open public meeting the Board considered the recommendation of the SCEO, and the Department filed and voted on whether to adopt the same.

NOW THEREFORE BE IT RESOLVED, the Board hereby adopts the recommendation of the Steering Committee of Elected Officials amending the SCEO Interlocal Agreement to include representation by the Spokane Tribe of Indians, and the Kalispel Tribe of Indians.

CITY OF SPOKANE

By _____

Type or Print Name and Title

Dated: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST



Shelly Thompson OBO
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
Mary L. Kuney, Chair

Josh Kerns
Josh Kerns, Vice-Chair

ABSENT

Al French
Al French, Commissioner

Amber Waldref
Amber Waldref, Commissioner

Chris Jordan
Chris Jordan, Commissioner

SPOKANE COUNTY STEERING COMMITTEE OF ELECTED OFFICIALS

1026 W Broadway • Spokane WA 99260-0170 • 509.477.1500 • bphelp@spokanecounty.org

March 11, 2025

Mary Kuney, Chair
Spokane County Board of County Commissioners
1026 W. Broadway Ave.
Spokane, WA 99260

RE: Steering Committee of Elected Officials Recommendation in the matter of amending the SCEO Interlocal Agreement to include representation of the Spokane Tribe of Indians, and the Kalispel Tribe of Indians.

Chair Kuney and Commissioners,

As required by the Spokane County Interlocal Agreement titled Growth Management Act (GMA Joint Planning) Section 3D, I am forwarding the recommendation of the Steering Committee of Elected Officials (SCEO) regarding the proposed amendments to the SCEO interlocal agreement to include Tribal representation in the SCEO between Airway Heights, Cheney, Deer Park, Fairfield, Latah, Liberty Lake, Medical Lake, Millwood, Rockford, Spangle, Spokane Valley, Spokane, Waverly, the Spokane Tribe of Indians, the Kalispel Tribe of Indians, and Spokane County.

The SCEO held a public hearing on the proposed interlocal agreement on November 13, 2024, and provided opportunity for comment from the Planning Technical Advisory Tribal Interlocal Agreement Subcommittee, Tribal staff representatives and the public.

After deliberation, the Steering Committee unanimously recommended approval of the proposed interlocal agreement and thereto Countywide Planning Policies between the Cities, the Spokane Tribe of Indians, the Kalispel Tribe of Indians, and Spokane County.

Sincerely,



Al French
Spokane County Commissioner
Chair, Spokane County Steering Committee of Elected Officials

**NOTICE OF PUBLIC HEARING
BEFORE THE SPOKANE COUNTY GROWTH MANAGEMENT
STEERING COMMITTEE OF ELECTED OFFICIALS (SCEO)**

NOTICE IS HEREBY GIVEN by the Spokane County Growth Management Steering Committee of Elected Officials pursuant to Chapter 36.70A RCW, a public meeting will be held on Wednesday, November 13, 2024, **via Zoom** and will begin at 9:00 A.M.

PUBLIC HEARING ITEM: Proposed Amendments to the Interlocal Agreement regarding Tribal Membership and Voting Structure

The Spokane County Steering Committee of Elected Officials will conduct a public hearing on a proposed amendment to the Interlocal Agreement creating the Steering Committee's membership and voting structure, which would add a voting member from each of the Spokane Tribe of Indians and the Kalispell Tribe of Indians.

The draft documents can be found on the Spokane County Building and Planning webpage at https://www.spokanecounty.org/3473/Steering-Committee_News

PUBLIC HEARING ITEM: Proposed Amendment to the Countywide Planning Policies for Housing

The Spokane County Steering Committee of Elected Officials will conduct a public hearing on a proposed amendment to the Countywide Planning Policies regarding planning for housing and affordability based on recent legislation and Commerce guidance.

The draft documents can be found on the Spokane County Building and Planning webpage at <https://www.spokanecounty.org/5381/2026-Comprehensive-Plan-Update>

WORKSHOP: Countywide Planning Policies for Climate & Resiliency

The Spokane County Steering Committee of Elected Officials will conduct a workshop to discuss an amendment to the Countywide Planning Policies to address planning for climate and resiliency.

The draft documents can be found on the Spokane County Building and Planning webpage at <https://www.spokanecounty.org/5381/2026-Comprehensive-Plan-Update>

Meeting Details:

The meeting will be conducted remotely, utilizing web and telephone conference tools. To access the public hearing remotely, please input the link below into your web browser:

Webinar Link:

<https://us06web.zoom.us/j/87000057408?pwd=a5xoTalfXDAleM1l22Eg7kFedBUASZ.1>

Telephone: 1-253-215-8782

Meeting ID: 842 5134 6645 | Pass Code: 371799

Questions or assistance with remote connection or telephone conference prior to the hearing should be forwarded to PlanningHelp@spokanecounty.org. Individuals planning to attend the

meeting in person who require special assistance to accommodate physical, hearing, or other impairments, please contact the Planning Commission Clerk as soon as possible so that arrangements can be made.

Information is available at the Spokane County Department of Building and Planning website at <https://www.spokanecounty.org/3473/Steering-Committee-News>. Requests for information should be directed to Scott Chesney, Planning Director, Spokane County Department of Building and Planning, 1026 West Broadway Ave., 1st Floor., Spokane, WA. 99260, Phone: 509-477-1500.

To ensure everyone attending has an opportunity to speak, testimony may be limited to three (3) minutes per speaker. Virtual chat is not supported. The Steering Committee reserves the right to adjust the time frame allotted to speakers during the public hearing.

DATED THIS 29th DAY OF OCTOBER 2024
SPOKANE COUNTY DEPARTMENT OF BUILDING AND PLANNING

THIS INTERLOCAL AGREEMENT, is entered into by and among the cities of Airway Heights, Cheney, Deer Park, Fairfield, Latah, Liberty Lake, Medical Lake, Millwood, Rockford, Spangle, Spokane Valley, Spokane, and Waverly, hereinafter sometimes jointly referred to as "Cities," the Spokane Tribe of Indians, the Kalispel Tribe of Indians, and Spokane County, sometimes hereinafter referred to as the "County," jointly, hereinafter referred to along with the Cities and Tribes as the "Parties," or "Jurisdictions."

FURTHERMORE, THIS INTERLOCAL AGREEMENT, having been finalized at the November 13, 2024 Steering Committee meeting, will replace the GMA Joint Planning Interlocal Agreement, as amended on November 19, 2008 and October 9, 2003, and originally adopted August 24, 1995 by Resolution 94-1686.

WHEREAS, pursuant to the provisions of RCW Section 36.70A.210, the legislative authority of a county that plans under the Growth Management Act (GMA) shall adopt a Countywide planning policy or policies in cooperation with the Cities and Tribes located in whole or in part within the County; and

WHEREAS, pursuant to the provisions of RCW Section 36.70A.210, counties are required to invite tribes to participate in developing countywide planning policies. Counties must develop policies for the protection of tribal cultural resources in collaboration with Tribes if they choose to participate; and

WHEREAS, the Parties realize the Countywide Planning Policies call for the continued collaboration and cooperation among the parties in their respective obligations under the Growth Management Act (GMA) to adopt comprehensive plans and development regulations implementing such plans; and

WHEREAS, pursuant to the provisions of RCW Section 36.70A.110, each county that is required or chooses to plan under the Growth Management Act (GMA) shall designate an urban growth area or areas in consultation/agreement with cities within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature; and

WHEREAS, pursuant to Substitute House Bill 1717 (2021-2022), and as codified in RCW 36.0A.130, local jurisdictions are required to work with federally recognized Indian tribes who choose to participate in the county or regional planning process, and by which federally recognized Indian tribes whose reservation or ceded lands lie within the county shall be invited to participate in and cooperate with the adoption process for proposed amendments to the Countywide Planning Policies; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the above-cited statutory provisions, the parties hereto desire to enter into an interlocal cooperation agreement pursuant to which the parties will (1) establish a Steering Committee of elected officials and other committees to perform certain duties and

provide recommendations to the Parties in conjunction with their respective obligations under the Growth Management Act (GMA); (2) establish the responsibilities of the Steering Committee of elected officials and other committees; (3) establish a process to amend the adopted Countywide Planning Policies; (4) establish a distribution formula for grant funds received from Washington State Department of Commerce, Trade and Economic Development or its successor for growth management; and (5) provide for other matters related to the preceding items.

NOW, THEREFORE, for and in consideration of the mutual obligations hereinafter set forth, and as authorized by chapter 39.34 RCW, RCW Section 36.70A.210 and RCW Section 36.70A.110, the parties hereto do mutually agree as follows:

Section 1: PURPOSE

The parties hereto recognize that it is in the public's interest that local governments cooperate with each other and coordinate their respective obligations for planning under the Growth Management Act (GMA). The Growth Management Act (GMA) mandates that the County adopt Countywide Planning Policies in cooperation with Cities and Tribes located in whole or in part within the county.

Additionally, the Growth Management Act (GMA) mandates that the County designate urban growth areas in cooperation and consultation with Cities within the County.

The parties have entered into prior interlocal cooperation agreement(s) establishing a collaborative process for the adoption of Countywide Planning Policies and related matters. These interlocal agreement(s) terminate upon the County's adoption of Countywide Planning Policies. The parties now desire to enter into another interlocal agreement which will continue the cooperative and collaborative process in conjunction with their respective obligations under the Growth Management Act (GMA). The purpose of this interlocal agreement is to

- (1) establish a steering committee of elected officials and other committees to perform certain duties and provide recommendations to the parties in conjunction with their respective obligations under the Growth Management Act (GMA);
- (2) establish the responsibilities of the steering committee of elected officials and other committees;
- (3) establish a process to amend the adopted Countywide Planning Policies;
- (4) establish a distribution formula for grant funds received from the Washington State Department of Commerce, Trade and Economic Development or its successor for growth management; and
- (5) provide for other matters related to the preceding items.

Section 2: ESTABLISHMENT OF STEERING COMMITTEE OF

ELECTED OFFICIALS, EX-OFFICIO MEMBERS THEREOF, AND A TECHNICAL SUPPORT COMMITTEE

There is hereby established a steering committee of elected officials, hereinafter referred to as the Steering Committee, having those responsibilities set forth in Section 3 hereof. The Steering Committee shall consist of three (3) County Commissioners from the Spokane County Board of Commissioners, three (3) elected officials from the City of Spokane, two (2) elected officials from the City of Spokane Valley, one (1) elected official each from Liberty Lake, Airway Heights, Cheney, Deer Park, Medical Lake and Millwood; one (1) elected official to represent the five towns of Fairfield, Latah, Rockford, Spangle and Waverly, one (1) elected official from the Spokane Tribe of Indians, and one (1) elected official from the Kalispel Tribe of Indians..

The legislative bodies of each jurisdiction will select representatives in any manner they choose. Jurisdictions and Tribes may also appoint alternates, who must be an elected official. Alternates may vote during the absence of the regular representative.

The Steering Committee will strive for consensus on all matters; however, when a vote is required, each member shall have one vote and a majority of the voting members in attendance is required for a motion to succeed, unless otherwise specified within this interlocal agreement. In order to conduct business, a quorum must be present; a quorum will consist of a simple majority of the total Steering Committee voting membership.

The Steering Committee shall at the end of its regular meeting in June of each year, elect from among its voting members a Chair and Vice Chair, each of whom shall serve for a period of one year and thereafter until their respective successors have been elected. The Chair and Vice Chair may be removed at any time by a vote of 2/3 of the total voting membership. The Chair and Vice Chair shall be elected on a rotational basis in the following order: Spokane County, City of Spokane, City of Spokane Valley, Small Cities (under 15,000 population). The Vice Chair is intended to serve as Chair the following year. In the event of a vacancy of the Chair or Vice Chair, another Chair or Vice Chair shall be elected from that same category. In the absence of both the Chair and Vice Chair at a meeting, a Chair Pro Tern shall be selected by a majority of those members present to serve as Chair.

Subcommittees of the Steering Committee will be appointed by the Chair as needed on an ad hoc basis. Ad hoc committees are intended to serve a specific purpose for a limited amount of time.

In addition to the voting members of the Steering Committee, the Steering Committee shall also include three (3) officials as nonvoting members representing the school districts, water districts, and fire protection districts, and one (1) citizen-at-large member representing the urban growth areas of Spokane County. Nonvoting members are nominated by consensus among their peers and are then appointed by the Steering Committee. The citizen-at-large member shall be nominated by the Board of County Commissioners and appointed by the Steering Committee at the applicable June meeting for a four-year term.

A Planning Technical Advisory Committee (PTAC) is hereby established to advise and provide

support to the Steering Committee. The PTAC shall consist of the staff personnel of the Parties plus the Spokane Regional Transportation Council. A Chair for the PTAC will be selected by the PTAC on an annual basis to chair the PTAC meetings and serve as liaison to the Steering Committee. It is the intention to rotate the chair of the PTAC among jurisdictions and to share responsibilities for specific tasks among the PTAC members.

Spokane County Building and Planning Department will serve as the repository for all records of the Steering Committee and will provide administrative staff to work in conjunction with the Chair to arrange meetings, prepare agendas and minutes, advertise public hearings, and provide notice and necessary documents to the Steering Committee.

In the event that additional general purpose governmental entities are created through incorporation, they shall become represented in such number(s) as may be hereafter agreed to by the Steering Committee on the effective date of their incorporation, and their adoption of this document. In all subsequent decisions, the number of the Steering Committee members needed to reach a decision will be adjusted to account for the new member(s). However, prior decisions will not be reconsidered and re-voted. Such entities shall be entitled to a non-voting seat until the official date of incorporation. The Representatives will be selected by the legislative body in any manner it chooses.

Section 3: RESPONSIBILITIES OF STEERING COMMITTEE

The Steering Committee, as established under Section 2, will have those responsibilities as set forth in the Countywide Planning Policies adopted under RCW Section 36.70A.210. Rather than repeat those responsibilities verbatim within this section, the parties agreed to generally outline those responsibilities referencing the exact policy. It is expected that the parties, when necessary, will look to the exact language when further explanation is necessary of any responsibility set forth hereinafter. The parties further recognize that from time to time the Countywide Planning Policies may be amended as provided for in section 4 hereinafter. In instances where such amendments occur, the parties agree that the responsibilities set forth within this section shall automatically be amended, when applicable, to include such changes without the necessity of formal amendment of the agreement.

The general outline of Steering Committee responsibilities are as follows:

A. Recommendations to the Board of County Commissioners (BOCC) of Spokane County

The Steering Committee will:

1. analyze each jurisdiction's UGA amendment proposals and population allocations for recommendation to the Spokane County Board of County Commissioners.
2. oversee development of a carrying capacity study for regional capital facilities (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #8*).

3. recommend allocation of population growth to jurisdictions (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #9*).
4. review amendment proposals to the Countywide Planning Policies and/or UGAs (*interlocal agreement*).

B. Recommendations to all the jurisdictions

The Steering Committee will:

1. establish employment projections in cooperation with the Spokane area business community (*Urban Growth Areas #9*).
2. develop regionally consistent programs to protect natural resource lands, critical areas, and open space (*Urban Growth Areas #15*).
3. oversee the preparation of a regional utility corridor plan (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #11*).
4. identify or establish siting and service delivery criteria to locate essential public facilities (*Siting of Capital Facilities of a Countywide or Statewide Nature #2*).
5. establish a process for distributing essential public facilities among jurisdictions (*Siting of Capital Facilities of a Countywide or State-wide Nature #3*).

C. Miscellaneous responsibilities

The Steering Committee will:

1. prepare a regional formula to designate and acquire public access to open space corridors (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #4*).
2. pursue strategies for regional water resource management (*Promotion of Contiguous and Orderly Development and Provision of Urban Services #14*).
3. promote a proactive planning approach between Washington and Idaho to establish uniform environmental protection measures (*Economic Development #6*).

D. Official Actions

All official actions of the Steering Committee shall be reduced to writing and incorporated in the official minutes and signed by the Chair. Recommendations from the Steering Committee shall be transmitted to the Board of County Commissioners by a letter from the Chair of the Steering Committee and shall include the motion and vote of the Committee including an indication of which members supported and which did not support the motion.

E. Public Participation Guidelines

The Steering Committee will use the Public Participation Program Guidelines adopted by the Board of County Commissioners on February 24, 1998, and as amended on September 29, 1998, and July 19, 2022.

F. Regular Meeting

The Steering Committee will set a regular meeting time, date, and place on or before its July meeting of each year.

Section 4: AMENDMENTS TO THE COUNTYWIDE PLANNING POLICIES

Upon initial adoption of Countywide Planning Policies by the Board of County Commissioners of Spokane County pursuant to the provisions of RCW Section 36.70A.210, the Parties agree that such adopted Countywide Planning Policies may be amended only through the following procedures:

1. The Countywide Planning Policies may be reviewed and amendments considered, as appropriate, once every five years following the initial adoption date of the Countywide Planning Policies and each successive five-year period thereafter. Amendment proposals must be submitted for Steering Committee consideration by a voting member of the Steering Committee. Members of the general public must submit amendment proposals through a voting member of the Steering Committee. All such amendments shall be considered concurrently so the cumulative effect of each individual proposal can be ascertained.
2. The Countywide Planning Policies may be reviewed and amended more frequently than prescribed in paragraph #1 above. Such amendment proposals must be submitted for Steering Committee consideration by a voting member of the Steering Committee. Members of the general public must submit amendment proposals through a voting member of the Steering Committee. The Steering Committee must pass a motion by an affirmative vote of 2/3 of the total voting membership in order to place such an amendment proposal before the Steering Committee for review and recommendation. The Steering Committee may establish criteria to help assess the need for processing such amendments.
3. The process of amending the Countywide Planning Policies shall be consistent with the Growth Management Act (GMA) provisions for original adoption of the Countywide Planning Policies. The Steering Committee in reviewing and making recommendations on proposed amendments to the Countywide Planning Policies shall take into consideration the intent that Countywide Planning Policies are a written policy statement or statements used solely for establishing a Countywide framework from which county and city comprehensive plans are developed, amended, and adopted. As such, each jurisdiction's comprehensive plan relies upon the long term goal or vision statement of each policy. There is an expectation of policy stability which must be weighed, along with the impact to each jurisdiction's comprehensive plan, when considering an amendment to the Countywide Planning Policies.
4. The Steering Committee shall establish procedures for processing, reviewing, and

recommending amendments to the Countywide Planning Policies.

5. The Steering Committee's recommendation or action on each and every amendment proposal shall be forwarded, together with all amendment proposals to the Board of County Commissioners in order for the Board to have the benefit of considering the amendment proposal(s) concurrently so the cumulative effect of each individual proposal can be ascertained.

Section 5: TERM, AMENDMENT, OR TERMINATION OF AGREEMENT

The term of this interlocal agreement shall commence upon the County's adoption of the Countywide Planning Policies as provided for in RCW Section 36.70A.210.

This interlocal agreement may be amended or terminated by an affirmative vote of 2/3 of the total voting membership of the Steering Committee and ratified by each jurisdiction.

Section 6: FUNDING

Grant funds received from the Washington State Department of Commerce, Trade and Economic Development or its successor for Growth Management Act (GMA) responsibilities shall be distributed to the Parties pursuant to a distribution formula mutually agreed upon. Prior to the end of each fiscal year, the distribution formula will be re-evaluated. Factors included in such re-evaluation will include per capita allocation based on the annual Office of Financial Management estimate of population and the projected need for multi-jurisdictional programs requiring special skills consultants.

Section 7: GENERAL PROVISIONS

1. Upon termination of this interlocal agreement, all real or personal property acquired by any of the Parties hereto with monies which they have respectively received under Section 6 herein above, shall remain the sole property of such Parties.

2. The Clerk of the Board of County Commissioners of Spokane County, shall, as provided for in RCW Section 39.34.040, file an executed copy of this interlocal agreement with the Secretary of State and Spokane County Auditor.

3. The section headings in this interlocal agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

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

5. Should (1) any section or portion thereof of this interlocal agreement be held unlawful and unenforceable by any court of competent jurisdiction, and/or (2) should the Washington State Legislature adopt any legislation which is subsequently signed by the Governor affecting any sections or portions thereof within this interlocal agreement, and/or (3) should the qualified

electorate voters approve a combined City-County form of government as provided for in Amendment 58 of the Washington State Constitution, the Parties agree to immediately meet and amend this interlocal agreement as may be deemed necessary.

6. Nothing in this interlocal agreement shall affect, alter, or limit in any way a tribe's authority, jurisdiction, or any treaty or other rights it may have by virtue of its status as a sovereign Indian tribe. This interlocal agreement does not preclude any of the Parties from entering into individual Memorandums of Agreement for coordinated comprehensive planning between a jurisdiction and the Spokane Tribe of Indians or the Kalispel Tribe of Indians.

3a

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

AGENDA SHEET

SUBMITTING DEPARTMENT: Building & Planning

CONTACT PERSON:

25 - 0166

PHONE NUMBER:

CHECK TYPE OF MEETING BELOW: BELOW FOR CLERK'S USE ONLY:

☒ Regular Legislative Session Agenda

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item: Proposed amendment to the Steering Committee of Elected Officials Interlocal Agreement creating the SCEO membership and voting structure

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): Proposed amendment to the Steering Committee of Elected Officials Interlocal Agreement creating the SCEO membership and voting structure to include a tribal membership and voting structure, adding a member from each of the Spokane and Kalispell Tribe of Indians.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): None

REQUESTED BOARD ACTION (if any): Consider and adopt Steering Committee of Elected Officials recommendation
Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: Legal

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/1/2025

Clerk's File #

OPR 2025-0522

Cross Ref #

ORD C36710

Project #**Council Meeting Date:** 07/28/2025**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)

PDILLON

BWILKERSON

ZZAPPONE

Sponsoring at Administrators Request

NO

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

0520 - INTERLOCAL AGMT BTW CITY OF SPOKANE & SPOKANE CO - MADDIE'S

Agenda Wording

Agreement for the City of Spokane to contract with Spokane County to expand the scope and capacity of services offered at Maddie's Place as part of the common goal of providing Neo-natal Abstinence Syndrome care and support services.

Summary (Background)

This Interlocal Agreement is related to SBO Opioid Response Allocation C36710. Both 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.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Related to SBO Opioid Response Allocation C36710.			
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?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		myates@spokanecity.org	
amcdaniel@spokanecity.org			

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2025, by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington (the “County”), by and through the **SPOKANE COUNTY**, whose address is 1116 W. Broadway Avenue, Spokane, WA 99260, hereinafter referred to as “**COUNTY**”, and the **CITY OF SPOKANE**, 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. A difficult but critical service PARTIES seek to address involves the needs and care for infants experiencing Neo-natal Abstinence Syndrome (NAS), or “withdrawal due to prenatal exposure” of opioids or other drugs and alcohol. Maddie’s Place is one of the handful of evidence based, nationally recognized facility-based NAS treatment programs that provide essential NAS and behavioral health family support services.
- D. COUNTY entered Contract 25ASO2913 with Maddie’s Place through Resolution 24-0745 adopted on December 10, 2024. Contract 25ASO2913 outlines the scope of services that Maddie’s Place agrees to provide to COUNTY for NAS care and support services.
- E. CITY wishes to contract with COUNTY, as authorized by RCW 39.34 and RCW 39.34.080, to expand the scope and capacity of services offered at Maddie’s Place as part of the common goal of providing NAS care and support services.

SPOKANE COUNTY (“COUNTY”) is a political subdivision of Washington State.

SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH (“SCRBH”), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES DEPARTMENT (“CSD”)

the **CITY OF SPOKANE (“CITY”)**

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 December 31, 2025, encompassing a period of six (6) months unless terminated consistent with Section 6.

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

City agrees to pay the County a lump sum of Three Hundred Thousand (\$300,000.00) per calendar year of the City's Opioid funding. Funds 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 not all Opioid funds from the City are expended for the identified services within the calendar year, the County shall advise the City as soon as reasonably possible before the start of the upcoming calendar year.

5. Allocation of Funds and Reporting

County shall direct all funds received from City pursuant to this Agreement to Maddie's Place, with the exception of allocating a reasonable and proportionate amount of funds towards administering this Agreement (administrative funds). County shall coordinate with Maddie's Place for Maddie's Place to expand programs and services, consistent with the scope of work and objectives outlined in Contract 25ASO2913. Nothing shall preclude offering new or different services towards addressing NAS care and support services, even if these are not currently specified in Contract 25ASO2913. 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 as outlined in Section 6.

PARTIES are members of the Regional Opioid Abatement Council (OAC). PARTIES retain their obligation to complete independent reports are required by the applicable memorandums of understanding and agreements. County shall not be obligated to make reports for City. At City's request, County shall endeavor to provide City pertinent information regarding the expenditures of funds under this Agreement.

6. Termination

City or County may terminate this Agreement at any time with written prior to payment of funds outlined in Section 4. Once funds are distributed from City to County, either party may terminate Agreement without cause with at least sixty (60) days of notice prior to the date of termination. If County and Maddie's Place terminate Contract 25ASO2913, this Agreement shall terminate on the date that Contract 25ASO2913 terminates. County shall attempt to advise City as soon as feasible in case of impending termination of Contract 25ASO2913. City and County may elect to continue this Agreement if a new contract with Maddie's Place or a comparable contractor can be arranged.

In case of termination, the County shall return all funds that are within County's control and has not been expended as part of this Agreement upon date of termination. County shall not be obligated to return any funds that are encumbered in contract or agreement at time of termination. Furthermore, County shall have no obligation to return funds tied to ongoing patient care that would cause loss of ongoing NAS care to applicable patients at time of termination.

7. 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.

8. Hold Harmless and Indemnification

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.

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 the COUNTY by reason of entering into this Agreement except as expressly provided herein.

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.

These indemnification provisions shall survive any termination of this Agreement.

9. 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.

10. 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.

11. Dispute Resolution

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:

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 receipt of 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.

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 as to resolving disputes through mediation.

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 suit in in the courts of competent jurisdiction within Spokane County, Washington.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. No Separate Entity Necessary

The PARTIES agree that no separate legal or administrative entities are necessary to carry out this Agreement.

19. 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.

20. 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.

[signature page follows]

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

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

ATTEST:	_____ Mary L. Kuney, Chair
_____ Ginna Vasquez Clerk of the Board	_____ Josh Kerns, Vice-Chair
	_____ Al French, Commissioner
	_____ Amber Waldref, Commissioner
	_____ Chris Jordan, Commissioner

CITY OF SPOKANE

	By _____
	_____ Type or Print Name and Title
ATTEST:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Consent

Date Rec'd

7/3/2025

Clerk's File #

OPR 2025-0523

Cross Ref #

Project #

Council Meeting Date: 07/28/2025

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

JON KLAPP 625-6036

Requisition #

Contact E-Mail

JKLAPP@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? YES

Public Works? NO

Agenda Item Name

1680 – FY2024 CONTINUUM OF CARE GRANT AGREEMENTS

Agenda Wording

CHHS is seeking approval to accept FY 2024 Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.

Summary (Background)

The Department of Housing and Urban Development requires that each year the Spokane Regional Continuum of Care competes nationally through the HUD Continuum of Care program for renewal funding for HUD-funded projects that support housing and services for people experiencing homelessness. Youth Homeless Demonstration Programs are also an inclusion of this funding award. This approval through the City of Spokane is performed in accordance with the City's role as Collaborative Applicant for the Spokane Regional Continuum of Care.

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	\$ \$6,885,650.00		
Current Year Cost	\$ \$6,885,650.00		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Neutral expense			
Amount		Budget Account	
Revenue	\$ 6,885,650	#	1541-95575-99999-33114-99999
Expense	\$ 6,000,465.50	#	1541-95575-65410-54201-99999
Expense	\$ 20,000.00	#	1541-95575-65430-54999-99999
Expense	\$ 119,404.68	#	1541-95575-65430-52991-99999
Expense	\$ 379,507.78	#	1541-95575-65430-54992-99999
Expense	\$ 366,272.04	#	1541-95575-65430-51992-99999
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	
<u>Dept Head</u>	KINDER, DAWN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	KINDER, DAWN		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org		jklapp@spokanecity.org	



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

PRINCIPAL DEPUTY ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

March 11, 2025

Ms. Dawn Kinder
Director, Neighborhood, Housing and Human Services
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Ms. Kinder:

Congratulations! I am delighted to inform you of the funding for your project(s) under the Department of Housing and Urban Development's (HUD) Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2024 Continuum of Care (CoC) Competition and Renewal or Replacement of Youth Homeless Demonstration Program Grants for a total of \$6,885,650.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of people experiencing homelessness through their local planning efforts and through the direct housing and service programs funded under the FY 2024 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read "David C. Woll Jr.", is positioned above the printed name.

David C. Woll Jr.
Principal Deputy Assistant Secretary

Enclosure

WA0109U0T022417

WA 0109 Catholic Charities SMS TH FY 2024 (WA0109UOT022316)
67,755

WA0126U0T022417

WA 0126 VOA Alexandria's House FY 2024 (WA0126U0T022316)
73,736

WA0130U0T022417

WA 0130 VOA Samaritan 05-06 FY 2024 (WA0130U0T022316)
1,612,125

WA0288U0T022411

WA 0288 Catholic Charities RRH for Families FY 2024 (WA0288UOT022310)
562,791

WA0329U0T022409

WA 0329 City of Spokane HMIS Project FY 2024 (UOT022308)
208,239

WA0330U0T022409

WA 0330 SNAP Singles Homeless Coordinated Assessment FY 2024 (WA0330UOT022308)
288,718

WA0331U0T022409

WA 0331 SNAP RRH for Households without Children FY 2024 (WA0331UOT022308)
303,220

WA0353U0T022409

WA 0353 YWCA RRH for DV Survivors for Households with Children FY 2024 (WA0353UOT022308)
820,252

WA0373U0T022408

WA 0373 Catholic Charities Homeless Families Coordinated Assessment FY 2024 (WA0373UOT022307)
262,601

WA0374U0T022408

WA 0374 Catholic Charities PSH Consolidation FY 2024 (WA0374UOT022307)
484,430

WA0512U0T022403

WA 0512 Catholic Charities PSH Support Rent FY 2024 (WA0512UOT022302)

239,620

WA0525Y0T022402

YHDP TH/RRH Application FY2024 (WA0525U0T022301)

979,683

WA0526Y0T022402

YHDP Host Homes Application FY2024 (WA0526U0T022301)

81,426

WA0527Y0T022402

YHDP SSO Application FY2024 (WA0527U0T022301)

199,254

WA0529Y0T022402

YHDP Youth CE Application FY2024 (WA0529 U0T022301)

135,807

WA0594U0T022401

WA 0594 YWCA Coordinated Entry for DV Survivors FY2024 (WA0594UOT22300)

137,689

WA0610U0T022400

WA 0595 City of Spokane UFA Costs FY 2024 (WA0595U0T022300)

160,614

WA0611U0T022400

WA 0596 City of Spokane CoC Planning FY 2024 (WA0596UOTO22300)

267,690

Total Amount: **\$6,885,650**

Local Competition Selection Results

Project Name	Score	Status	Rank	Amount Requested from HUD	Reallocated Funds
YHDP TH/RRH Application FY2023	N/A	Accepted	Not Ranked	\$ 892,736.00	
YHDP Host Homes Application FY2023	N/A	Accepted	Not Ranked	\$ 77,214.00	
YHDP SSD Application FY2023	N/A	Accepted	Not Ranked	\$ 189,450.00	
YHDP Youth CE Application FY2023	N/A	Accepted	Not Ranked	\$ 128,782.00	
CoC Planning	N/A	Accepted	Not Ranked	\$ 295,235.00	
CoC UFA Costs	N/A	Accepted	Not Ranked	\$ 177,141.00	
WA0329 City of Spokane HMIS Project FY 2023	N/A	Accepted	1	\$ 197,468.00	
WA0288 Catholic Charities RRH for Families FY 2023	97.2	Accepted	2	\$ 524,687.00	
WA0418 Catholic Charities PSH II FY 2023	96.5	Accepted	3	Consolidated with w/A0374	
WA0374 Catholic Charities PSH Consolidation FY 2023	94.5	Accepted	4	\$ 452,903.00	
WA0373 Catholic Charities Homeless Families Coordinated Assessment FY 2023	93.63	Accepted	5	\$ 249,018.00	
WA0353 YWCA RRH for DV Survivors for Households with Children FY 2023	92.6	Accepted	6	\$ 787,276.60	
WA0130 VOA Samaritan 05-06 FY 2023	89.7	Accepted	7	\$ 1,372,100.16	
WA0420 YWCA RRH for Survivors of DV FY 2023	89.47	Accepted	8	Consolidated with w/A0353	
WA0109 Catholic Charities SMS TH FY 2023	89.4	Accepted	9	\$ 67,755.00	
WA0331 SNAP RRH for Households without Children FY 2023	88.3	Accepted	10	\$ 275,572.04	
WA0511 VOA PSH Scattered Sites FY 2023	87.2	Accepted	11	Consolidated with w/A 0130	
WA0126 VOA Alexandria's House FY 2023	76.4	Accepted	12	\$ 72,738.00	
WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023	86.7	Accepted	13	\$ 155,349.20	
WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023	86.7	Accepted	13	\$ 118,435.30	
YWCA Coordinated Entry DV Bonus FY2023	N/A	Accepted	14	\$ 130,566.70	
WA0512 Catholic Charities PSH Support Rent FY 2023	81.7	Accepted	15	\$ 212,650.00	
Comments:					
YWCA Coordinated Entry is a new project during FY2023 and has no performance measure scoring					

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Consent**Date Rec'd**

7/9/2025

Clerk's File #

OPR 2025-0528

Cross Ref #**Project #****Council Meeting Date:** 07/28/2025**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact**

ARIELLE ANDERSON 509-654-5278

Requisition #**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE BWILKERSON

Sponsoring at Administrators Request

NO

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

1680- AGREEMENT BETWEEN THE CITY OF SPOKANE AND HOUSING DIVISION

Agenda Wording

Interagency Agreement between COS and Housing Division Homelessness Assistance Unit to accept CHG Award for July 1 2025 thru June 30, 2027.

Summary (Background)

The City of Spokane has been awarded approximately \$24,208,803.00 in state funding through the Consolidated Homeless Grant funded by the Washington State Department of Commerce. Attachment B (page 13 of 18 in the attached draft contract) outlines the Budget. These monies will support the ongoing grants competitively procured from the Fall of 2023 RFP for HHOS. Additionally, these funds will support any future RFP's. For brevity, I will not list the budget here, rather, please refer to the attached draft contract and specifically attachment B. Also useful are the new CHG Guidelines that assist localities in their administration of homeless grants. These Guidelines are referred to, on a consistent basis, by both the City and the providers for assistance in determining allowable uses of the funds. Overall, we saw an increase of funds from the previous biennium (2023-2025) of around \$700,000.

What impacts would the proposal have on historically excluded communities?

No negative impacts. We have solid partnerships with By and For Organizations and will actively seek out more contract opportunities with agencies that seek to serve marginalized communities in Spokane.

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?

All data is entered into HMIS where we collect all of the identified data points mentioned above. We use this data to help shape policy and pivot when needed.

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

Currently, CHHS is actively pulling reports to help assist the community in their efforts to implement better and more effective programs that seek to keep people out of the homeless system altogether or offer programs that are more responsive to those who are experiencing homelessness.

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

All contracts administered through CHHS are compliant with our Regional Five-Year Plan.

Council Subcommittee Review

It will be reviewed by the UE—however, we are only asking for permission to accept the funds and continue to be a passthrough.

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is for the new biennium of Commerce Funding for homeless services and will maintain the staffing structure of CHHS. CHHS will retain 15% of the funding allocations to secure staffing and other city costs associated with the management of contracts.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source		Select	
Is this funding source sustainable for future years, months, etc?			
Is this funding source sustainable for future years, months, etc? The City of Spokane is a lead grantee for specified homeless dollars as awarded by the Washington State Department of Commerce.			
Expense			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	KINDER, DAWN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	KINDER, DAWN		
<u>Accounting</u>	BROWN, SKYLER		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org			



Interagency Agreement with

City of Spokane, Community Housing and Human Services

through

Housing Division Homelessness Assistance Unit

**Contract Number:
26-46108-30**

For

Consolidated Homeless Grant

Dated: July 1, 2025



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Face Sheet

Contract Number: 26-46108-30

**Washington State Department of Commerce
Housing Division
Homelessness Assistance Unit (HAU)**

DS
SM

1. Contractor City of Spokane, Community Housing and Human Services 808 W Spokane Falls Blvd Spokane, WA 99021		2. Contractor Doing Business As (as applicable)	
3. Contractor Representative Arielle Anderson Director Community, Housing, and Human Services Dept. 509-625-6055 arielleanderson@spokanecity.org		4. COMMERCE Representative Leeanne Montoya Contract Manager 564-233-5700 Leeanne.montoya@commerce.wa.gov	
5. Contract Amount \$24,208,803.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2025	8. End Date June 30, 2027
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID #	11. SWV # SW0003387-03	12. UBI # 328-013-877	13. UEI #
14. Award Method Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>		NOFO/RFX # N/A	
Proviso # N/A			
15. Contract Purpose This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. All funding sources identified in the Consolidated Homeless Grant must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: SFY 2026 and 2027 CHG Application and Budget workbook, CHG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget,			
FOR CONTRACTOR _____ Dawn Kinder, Director _____ Date		FOR COMMERCE _____ Tedd Kelleher, Interim Assistant Director Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

DS
KK



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$24,208,803.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$24,208,803.00. This amount is included in the Grant total above.

If travel is required to complete the scope of work and is approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 26-46108-30.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.



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

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

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.



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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet.



General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.



- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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



8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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



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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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



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

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

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

21. WAIVER

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



Attachment A: Scope of Work

- A. Consolidated Homeless Grant funding must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- B. Contractor shall commit to operating a high-performing crisis response system in their county by:
 - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - b. Employing a progressive engagement service model.
 - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
 - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
 - e. Prioritizing funding to preserve and maintain existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- C. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. An Invoice and Voucher Detail Worksheet, along with at a minimum, a General Ledger generated from the organization's accounting system. The General Ledger must include transaction-level detail for all costs that have been paid and are being claimed for reimbursement. These documents are due by the 20th of the month following the month in which services were provided.
- D. Contractor shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan and Annual Report.
 - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
 - c. HEN Essential Needs Report.
 - d. Grantees shall commit to reporting quality timely HMIS data.
- E. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
- F. Performance Requirements:
 - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
 - b. Equitable Outcomes: For each of the required housing outcome performance measures, outcomes across racial and ethnic demographics should not be significantly less than the overall rate. The "overall rate" refers to the rate of a particular intervention type's total exits to positive outcomes. This is inclusive of all ethnic or racial categories.
 - c. Equitable Access: While not a formal performance measure that will be monitored, grantees are expected to use equitable access data to identify underserved populations, assess the impact of their access strategies and work to improve equitable access as needed. Grantees can access this data through the Washington Balance of State Equitable Access Dashboard which compares the race and ethnicity of households entering the homeless system (HMIS) to the race and ethnicity of the homeless and unstably housed populations (The Snapshot Report)



Attachment B: Budget

Budget	Total
Standard (SFY 2026 and 2027)	
Standard Admin	\$563,641.03
Standard Rent	\$0
Standard Facility Support	\$93,906.00
Standard Operations	\$1,097,235.97
Emergency Housing (SFY 2026)	
Emergency Housing Admin 2026	\$1,074,349.77
Emergency Housing Rent 2026	\$0
Emergency Housing Facility Support 2026	\$191,308.11
Emergency Housing Operations 2026	\$2,755,475.12
Emergency Housing (SFY 2027)	
Emergency Housing Admin 2027	\$1,074,349.77
Emergency Housing Rent 2027	\$0
Emergency Housing Facility Support 2027	\$191,308.11
Emergency Housing Operations 2027	\$2,755,475.12
PSH CHF (SFY 2026 and SFY 2027)	
PSH CHF Rent/Fac Support	\$0
PSH CHF Operations	\$451,403.00
Inflationary Increase (SFY 2026 and SFY 2027)	
Inflation Increase 2026	\$757,673.00
Inflation Increase 2027	\$757,673.00
Document Recording Fee (DRF) Backfill (SFY 2026)	
DRF Backfill 2026	\$4,652,981.00
HEN (SFY 2026)	
HEN Admin 2026	\$1,016,350.96
HEN Rent/Fac Support 2026	\$1,439,830.52
HEN Operations 2026	\$1,439,830.52
HEN (SFY 2027)	
HEN Admin 2027	\$1,016,350.96
HEN Rent/Fac Support 2027	\$1,439,830.52
HEN Operations 2027	\$1,439,830.52
TOTAL	\$24,208,803.00

Certificate Of Completion

Envelope Id: 2AAD39D2-B018-4252-8073-DA73ED5817C9
 Subject: Complete with Docusign: CoS CHG 26-27 Contract.pdf
 Division:
 Community Services and Housing
 Program: CHG
 ContractNumber: 26-46108-30
 DocumentType: Contract
 Source Envelope:
 Document Pages: 13
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Leeanne Montoya
 1011 Plum Street SE
 MS 42525
 Olympia, WA 98504-2525
 leeanne.montoya@commerce.wa.gov
 IP Address: 198.238.8.132

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Signer Events

Julie Montgomery
 julie.montgomery@commerce.wa.gov
 Washington State Department of Commerce
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Signature

Signature Adoption: Pre-selected Style
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Kathy Kinard
 Kathy.Kinard@commerce.wa.gov
 Managing Director
 Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 147.55.134.15

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Electronic Record and Signature Disclosure:

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Dawn Kinder
 dkinder@spokanecity.org
 NHHS Director
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Accepted: 6/30/2025 12:27:48 PM
 ID: 4dc4c260-8198-4d5b-b62b-c7b7ea425941

Tedd Kelleher
 tedd.kelleher@commerce.wa.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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
Arielle Anderson arielleanderson@spokanecity.org CHHS Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/30/2025 12:22:01 PM ID: 2d9d741c-bbff-41f0-920d-caf196521fef		Sent: 7/1/2025 1:05:36 PM Viewed: 7/1/2025 1:43:24 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2025 4:12:56 PM
Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/22/2025

Clerk's File #

RES 2025-0053

Cross Ref #**Project #****Council Meeting Date:** 07/28/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

GIACOBBE 625-6715

Requisition #**Contact E-Mail**

GBYRD@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**

RESOLUTION APPOINTING NEW MEMBER TO CITY COUNCIL

Agenda Wording

Resolution acknowledging the resignation of current Council Member Lili Navarrete, effective July 1, 2025, and appointing a successor Council Member for District 2.

Summary (Background)

Council member Lili Navarrete provided written notice to the council that she is resigning her position on the council effective July 1, 2025. Pursuant to City Charter section 8.B a vacancy on the council is to be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council. This resolution confirms that applications for the vacant position will open on Friday, May 23, 2025 and the deadline for interested parties to submit their applications is 5:00 P.M. on Thursday, June 19, 2025. The resolution further states the City Council intends to interview candidates based on Council Members' prioritization of the applicants at a specially scheduled meeting on Thursday, July 10, 2025; and after conducting interviews of applicants, and pursuant to City Council Rule 7.1 (E), the City Council will hold a public hearing during its regular legislative session on July 14, 2025 to accept testimony from the public regarding potential candidates. The resolution states the Council intends to consider a resolution appointing a new Council Member on Monday, July 28, 2025;

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

The process for filling vacancies on the City Council is set forth in City Charter Section 8 and Council Rule 7.1. The process outlined in the resolution is consistent with the charter and council rules.

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>			
Distribution List			

RESOLUTION NO. 2025-0053

A Resolution appointing an individual to fill the position of Spokane City Council, District 2, vacated by Lili Navarrete.

WHEREAS, the City Council received written notice from Council Member Lili Navarrete that she is vacating her position on the City Council effective July 1, 2025, which written notice was later amended to be effective at close of business on July 2, 2025; and

WHEREAS, the Spokane City Charter section 8(B) states, “A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council,” and further states “The appointee so selected holds office until the next general municipal election at which election a person is elected to the office for the unexpired term, or for the next full term, as the case may be”; and

WHEREAS, City Council Rule 7.1(A) states, “A. Upon receipt of a written notice of a vacancy or an impending vacancy of a city council position other than that of council president, the council president or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the council president set with concurrence of the council”; and

WHEREAS, applications for the vacant City Council Member position were opened to all interested, eligible parties on Friday, May 23, 2025, with applications due no later than Friday, June 20, 2025; and

WHEREAS, a total of nine applications were timely submitted and, consistent with Council Rule 7.1, the Council President scheduled four of the applicants for interviews; and

WHEREAS, the City Council interviewed the four candidates on July 10, 2025 at a special meeting of the City Council; and

WHEREAS, after conducting interviews of applicants, and pursuant to City Council Rule 7.1 (E), the City Council held a public hearing during its regular legislative session on July 14, 2025 to accept testimony from the public regarding potential candidates; and

WHEREAS, in accordance with RCW 29A.24.020, the person who wins the current election for the District 2 Council position vacated by Lili Navarrete will take office upon certification of the election results by the County Auditor, which is expected to occur on November 25, 2025; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 8(b) of the Spokane City Charter and the Council Rules of Procedure, and with due consideration to public testimony regarding the candidates, the City Council appoints _____ to fill the District 2 Council position; and

BE IT FURTHER RESOLVED that said appointment shall be effective on July 29, 2025 and shall terminate upon the certification of the election results for the District 2 Council position by the County Auditor.

Adopted by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Strike the first “resolved” paragraph on page 2 and insert the following:

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 8(b) of the Spokane City Charter and the Council Rules of Procedure, and with due consideration to public testimony regarding the candidates, the City Council appoints RYAN OELRICH to fill the District 2 Council position; and

Strike the first “resolved” paragraph on page 2 and insert the following:

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 8(b) of the Spokane City Charter and the Council Rules of Procedure, and with due consideration to public testimony regarding the candidates, the City Council appoints SHELBY LAMBDIN to fill the District 2 Council position; and

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Consent**Date Rec'd**

7/7/2025

Clerk's File #

RES 2025-0054

Cross Ref #**Project #****Council Meeting Date:** 07/28/2025**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

LYNDEN 6283

Requisition #**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE BWILKERSON

Sponsoring at Administrators Request

NO

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

5800 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving settlement reached by Safety National Insurance, the City's excess insurance carrier, with the Estate of Robert Bradley in the amount of \$3,655,000. The City of Spokane will pay the balance of its Self-Insured Retention in the amount of \$222,123.21. Safety National will pay the entire settlement amount in exchange for a release of all claims and a dismissal of the pending lawsuit.

Summary (Background)

The resolution will settle the lawsuit brought by the estate of Robert Bradley for a police involved shooting on September 4, 2022. The City admits no fault or liability and approves of the settlement negotiated by Safety National Insurance as the excess carrier for the City of Spokane.

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		\$ \$222,123.21	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ \$222,123.21	#	5800-78100-14780-54601
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			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PICCOLO, MIKE		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	GBYRD		
Distribution List			
lsmithson@spokanecity.org		Zach.Ray@us.davies-group.com	
fspring@spokanecity.org		SDHansen@spokanecity.org	
mpiccolo@spokanecity.org			

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption *The Estate of Robert Bradley, deceased; Keshia Hahn, as Personal Representative of the Estate; R.Par.B., minor child of Robert Bradley, deceased, by and through his legal guardian, Keshia Hahn; and R.Pat.B., minor child of Robert Bradley, deceased, by and through his legal guardian, Keshia Hahn, Plaintiffs, v. City of Spokane, a political subdivision of the State of Washington; Trevor Walker, individually and in his official capacity; Christopher Johnson, individually and in his official capacity; and John and Jane Does 1-40, individually and in their official capacities, inclusive, Defendants*, Cause No. 23-2-00945-32 and later removed to United States District Court, Eastern District of Washington, Cause No. 2:24-cv-00189-MKD, arising from Robert Bradley's death on September 4, 2022 as more fully described in the Complaint filed in said cause; and

WHEREAS, the City and City's excess insurance carrier, Safety National Insurance Company, has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of THREE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND and NO/100 DOLLARS (\$3,655,000.00). The City will contribute the remaining TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$222,123.21) of its Self-Insured Retention and Safety National Insurance will pay the balance of the settlement amount; and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to dismiss with prejudice their underlying lawsuit and any and all claims against the City.

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

1. The City of Spokane authorizes that payment to claimants in the amount of TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$222,123.21) which is the balance of its Self-Insured Retention, with the understanding that Safety National Insurance Company will pay the complete settlement of the THREE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND and NO/100 DOLLARS (\$3,655,000.00) with the further understanding that it is to be paid to Plaintiffs and their counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced lawsuit(s). In exchange, Plaintiffs will dismiss any underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims held, asserted or un-asserted, by Plaintiffs in connection with the case and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said case and/or claim for damages or other relief.

////

////

ADOPTED the City Council this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

Clerk's File #

RES 2025-0052

Cross Ref #**Project #****Council Meeting Date:** 07/21/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Requisition #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON

MCATHCART

PDILLON

Sponsoring at Administrators Request

NO

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

RESOLUTION SETTING BUDGET PRIORITIES

Agenda Wording

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

Summary (Background)

SMC 07.14.030.E provides that the City Council is to adopt a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July. Since the resolution is technically overdue, it is necessary to place this item on the Finance and Administration committee agenda for June 23 and slate it for council action on July 14. As drafted, the resolution sets forth council priorities in the following areas: 1. Reserve Funds: A detailed projection of reserve fund balances for fiscal years 2025 and 2026, along with a clear strategy and timeline for achieving full statutory funding of all City reserve accounts; and 2. Labor Agreements: A description of budget allocations and identified funding sources related to anticipated or potential cost changes stemming from labor agreements executed during the 2025-2026 biennium; and 3. SERS VRIP: A defined funding plan for the Spokane Employees' Retirement System (SERS) actuarial valuation of costs related to the 2024 Voluntary Retirement Incentive Program (VRIP); and 4. Public Safety Capital and Animal Control: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment, as well as an explanation of the new service delivery model for animal control, with associated budget implications; and 5. Ombuds Office: A clear outline of the Administration's funding plans for the Office of the Police Ombuds, including specific budget levels and identified funding sources; and 6. City Facilities and Real Property: A plan for budgeting facility needs at levels sufficient to support long-term investment in City-owned real property, including maintenance, renovation, disposition, and conveyance plans for such properties; and 7. Workforce Planning: Provide detailed projected changes to the City's budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize, consolidate, outsource, or eliminate specific functional areas

where necessary and appropriate. The resolution also further commits the council to adopting a balanced, realistic mid-biennial budget for year 2026 no later than December 8, 2025.

What impacts would the proposal have on historically excluded communities?

Not analyzed.

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 analyzed.

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

Not analyzed.

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 resolution is required under SMC 07.14.030 as part of the City's biennial budgeting process and is consistent with the council's obligations for mid-biennial budget review and modification under RCW 35.34.130.

Council Subcommittee Review

Not applicable.

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? No			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			

RESOLUTION NO. 2025-0052

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

WHEREAS, the City Council has historically adopted the annual budget for the City of Spokane in December of each year, following a process of fiscal planning, public input, and collaboration with the Mayor's Administration; and

WHEREAS, on June 11, 2024, the City Council adopted Ordinance C36531 at the request of the administration, which ordinance converted the City's budget from an annual budget to a biennial budget; and

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36626, establishing the City's first biennial budget, covering the years 2025 – 2026; and

WHEREAS, on March 31, 2025 the City Council enacted Ordinance C36641, which revised timelines for budget development in the Spokane Municipal Code and established a procedure in Section 07.14.030 of the Spokane Municipal Code for City Council to set forth budget priorities each year by resolution; and

WHEREAS, Ordinance C36641 was signed by the Mayor on April 10, 2025 and the changes to the Spokane Municipal Code became effective on May 10, 2025; and

WHEREAS, Section 07.14.030.E of the Spokane Municipal Code provides:

Concurrent to the joint budget deliberations, the City Council ...shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July[;].

and

WHEREAS, the City's General Fund is projected to experience lower-than-expected revenues in 2025 and only modest revenue growth in 2026, and such projected revenue trends will strain the City's ability to maintain existing service levels without significant adjustments to expenditures, revenue policy, or both;

WHEREAS, the City of Spokane's expenditures—particularly within the General Fund—are projected to outpace revenues, resulting in persistent, fiscally unsustainable structural deficits; and

WHEREAS, consistent with Section 07.14.030.E, and mindful of the budget and revenue realities identified above, the City Council wishes to fulfill its obligation under SMC 07.14.030.E by adopting the following resolution;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests the priorities set forth below guide the development and adoption of Year 2026 budget:

1. Reserve Funds: Funding of reserve balances consistent with local statutory requirements, but at a minimum no less than 10% of general fund revenues, and if below statutory requirements, an explanation of the strategy and timeline for achieving full statutory funding of all City reserve accounts; and
2. Labor Agreements: Full funding of anticipated 2025 and 2026 personnel costs arising from existing and anticipated collective bargaining agreements ; and
3. SERS VRIP: Fund a five-year reimbursement plan for the Spokane Employees' Retirement System (SERS); and
4. Public Safety Capital: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment; and
5. Animal Control: Budget for an animal control agreement at no less than the current funding level; and
6. Ombuds Office: A clear outline of the Administration's funding plans for the Office of the Police Ombuds, including specific budget levels and identified funding sources; and
7. City Facilities and Real Property: A funding plan that reflects budgeting facility needs at levels sufficient to support long-term investment in all City-owned or occupied real property, including maintenance, renovation, disposition, and conveyance plans for such properties; and
8. Workforce Planning: Funding that reflects no net increase in the City's budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize, consolidate, contract, or eliminate specific functional areas where necessary and appropriate;
9. Language Access: Propose appropriations for the required implementation of SMC 18.11.050, focusing on initial projections of funds needed to identify vital documents during fiscal year 2026 and to assume full implementation of language access requirements no later than January 1, 2027; and

10. Arts: Continued support of arts through outside contracting with funding maintained at statutory levels;

BE IT ALSO RESOLVED that, with adherence to the foregoing priorities, the City Council requests focused discussions at the coming budget sessions on these priorities and commits to working with the Administration to finalize and adopt a balanced, realistic mid-biennial 2026 budget no later than December 8, 2025.

ADOPTED by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Strike the entirety of the resolution and substitute the following in its place:

RESOLUTION NO. 2025-0052

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

WHEREAS, the City Council has historically adopted the annual budget for the City of Spokane in December of each year, following a process of fiscal planning, public input, and collaboration with the Mayor's Administration; and

WHEREAS, on June 11, 2024, the City Council adopted Ordinance C36531 at the request of the administration, which ordinance converted the City's budget from an annual budget to a biennial budget; and

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36626, establishing the City's first biennial budget, covering the years 2025 – 2026; and

WHEREAS, on March 31, 2025 the City Council enacted Ordinance C36641, which revised timelines for budget development in the Spokane Municipal Code and established a procedure in Section 07.14.030 of the Spokane Municipal Code for City Council to set forth budget priorities each year by resolution; and

WHEREAS, Ordinance C36641 was signed by the Mayor on April 10, 2025 and the changes to the Spokane Municipal Code became effective on May 10, 2025; and

WHEREAS, Section 07.14.030.E of the Spokane Municipal Code provides:

Concurrent to the joint budget deliberations, the City Council ...shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July[;], and

WHEREAS, the City's General Fund is projected to experience lower-than expected revenues in 2025 and only modest revenue growth in 2026, and such

projected revenue trends will strain the City's ability to maintain existing service levels without significant adjustments to expenditures, revenue policy, or both;

WHEREAS, the City of Spokane's expenditures—particularly within the General Fund—are projected to outpace revenues, resulting in persistent, fiscally unsustainable structural deficits; and

WHEREAS, consistent with Section 07.14.030.E, and mindful of the budget and revenue realities identified above, the City Council wishes to fulfill its obligation under SMC 07.14.030.E by adopting the following resolution;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests the priorities set forth below guide the development and adoption of Year 2026 budget:

1. Reserve Funds: Funding of reserve balances consistent with local statutory requirements, but at a minimum no less than 10% of general fund revenues, and if below statutory requirements, an explanation of the strategy and timeline for achieving full statutory funding of all City reserve accounts; and
2. Labor Agreements: Full funding of anticipated 2025 and 2026 personnel costs arising from existing and anticipated collective bargaining agreements ; and
3. SERS VRIP: Fund a five-year reimbursement plan for the Spokane Employees' Retirement System (SERS); and
4. Public Safety Capital: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment; and
5. Animal Control: Budget for an animal control agreement at no less than the current funding level; and
6. Ombuds Office: A clear outline of the Administration's funding plans for the Office of the Police Ombuds, including specific budget levels, capital investments, and identified funding sources; and
7. City Facilities and Real Property: A funding plan that reflects budgeting facility needs at levels sufficient to support long-term investment in all City-owned or occupied real

property, including maintenance, renovation, disposition, and conveyance plans for such properties; and

8. Workforce Planning: Funding that reflects no net increase in the City's budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize, consolidate, contract, or eliminate specific functional areas where necessary and appropriate;

9. Language Access: Propose appropriations for the required implementation of SMC 18.11.050, focusing on initial projections of funds needed to identify vital documents during fiscal year 2026 and to assume full implementation of language access requirements no later than January 1, 2027; and

10. Arts: Continued support of arts through outside contracting with funding maintained at statutory levels and maintain funding for public art at 2025 levels and identify a plan for proposed investments and sustainability.

11. Emergency Communications: Plan and funding required for emergency communications.

12. Neighborhood Community Engagement: Increased investment for neighborhood councils' community engagement.

13. Safe Streets: Investment in the implementation of safer streets projects, both leveraging existing budget and FTE capacity and identifying any additional needs from the traffic calming fund.

BE IT ALSO RESOLVED that, with adherence to the foregoing priorities, the City Council requests focused discussions at the coming budget sessions on these priorities and commits to working with the Administration to finalize and adopt a balanced, realistic mid-biennial 2026 budget no later than December 8, 2025.

ADOPTED by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

PURPOSE OF AMENDMENT: This amendment expands on priorities related to the Ombuds office and public arts funding, and adds three additional priorities related to emergency communications, neighborhood community engagement and Safe Streets for All to the council budget priorities.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd

7/9/2024

Clerk's File #

ORD C36551

Cross Ref #

ORD C22045

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

DEVELOPMENT SERVICES CENTER

Bid #

Contact Name/Phone

ELDON BROWN 509-625-6305

Requisition #

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

AMENDING ORD C-22045 TO RELEASE EASEMENTS

Agenda Wording

Amending Ord C-22045 to Release Easements

Summary (Background)

On June 25, 1973 Spokane City Council passed Ordinance C-22045 that vacated various rights-of-way south of I-90. Easements for public & private utilities were reserved in that vacation ordinance. The Prose Development Project Building Permits are currently under review and the Developer is requesting that easements encumbering that property be released. The City of Spokane has received letters of support from the utility purveyors.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	RICHMAN, JAMES		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

Steve MacDonald smacdonald@spokanecity.org	Tami Palmquist tpalmquist@spokanecity.org
Eldon Brown ebrown@spokanecity.org	Erik Johnson edjohnson@spokanecity.org
Mike Nilsson mnilsson@spokanecity.org	Joelie Eliason jeliason@spokanecity.org
Kim Kuchlenz kkuchlenz@spokanecity.org	Elizabeth Rivera erivera@spokanecity.org

RECEIVED

JUL 07 2025

CITY CLERK'S OFFICE

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: July 7, 2025

TO: Eldon Brown
Engineering Services

Clerk's File No.
ORD C36551

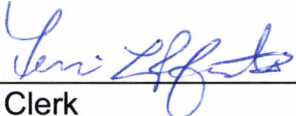
FROM: Terri Pfister, City Clerk

RE: Vacation of portions of "C" Street and Fifteenth Avenue

Attached is a copy of Ordinance C36551 for the vacation of:

Amending Ordinance C-22045 that vacated "C" Street from the north line of Sixteenth Avenue to the south line of Fourteenth Avenue and Fifteenth Avenue from the east line of "C" Street to a line drawn parallel to and 330 feet east of the east line of "C" Street, in the City and County of Spokane, Washington, and providing for the effective date of this ordinance.

This ordinance was read for the first time on July 22, 2024, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

7/7/2025

Date

Precedent conditions have been met and Ordinance C36551 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 7/7/25

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: August 12, 2024

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: First Reading Ordinance

Agenda Item Name: Amending Ord C-22045 to Release Easements

Agenda Wording (250 Character Max): Amending Ord C-22045 to Release Easements

Summary Background (500 Character Limit): On June 25, 1973 Spokane City Council passed Ordinance C-22045 that vacated various rights-of-way south of I-90. Easements for public & private utilities were reserved in that vacation ordinance. The Prose Development Project Building Permits are currently under review and the Developer is requesting that easements encumbering that property be released. The City of Spokane has received letters of support from the utility purveyors.

Grant Related? Yes ☐ No ☒

Public Works Related? Yes ☐ No ☒

Fiscal Impact: Neutral

If Revenue or Expense:

**** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.**

Council Notifications: Urban Experience – 7/8/2024

**** City Council Sponsor:**

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

jeliason@spokanecity.org, ebrown@spokanecity.org, mnilsson@spokanecity.org

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM

Amending Ordinance C-22045



**Amending Ordinance C-22045 to release
the utility easements that were reserved in
Ordinance C-22045 across vacated C St.
and 15th Ave**

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.



City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36551

And ordinance amending Ordinance C-22045 that vacated "C" Street from the north line of Sixteenth Avenue to the south line of Fourteenth Avenue and Fifteenth Avenue from the east line of "C" Street to a line drawn parallel to and 330 feet east of the east line of "C" Street, in the City and County of Spokane, Washington, and providing for the effective date of this ordinance.

WHEREAS, the City Council of the City of Spokane having found that the public use and benefit will be served; - NOW THEREFORE,

The City of Spokane does ordain:

Section 1. That "C" Street from the north line of Sixteenth Avenue to the south line of Fourteenth Avenue, and Fifteenth Avenue from the east line of "C" Street to a line drawn parallel to and 330 feet east of the east line of "C" Street. In the City and County of Spokane, Washington, be, and the same are hereby vacated, subject to the following conditions:

- ~~1. Easements shall be reserved for the construction, repair and maintenance of existing public and private utilities and services.~~**
- ~~2. No buildings or structures shall be constructed over, or closer than ten feet from, any existing storm and/or sanitary sewer line now constructed within the area to be vacated.~~**

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/13/2025

Clerk's File #

ORD C36726

Cross Ref #**Project #****Council Meeting Date:** 07/21/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0520 ORDINANCE REPEALING DUPLICATE CODE SECTIONS OF SMC CHAPTER

Agenda Wording

Repeal of duplicate SMC Sections 12.02.1004 and 12.02.1008.

Summary (Background)

Repeal of duplicate SMC Sections 12.02.1004 and 12.02.1008.

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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		amcdaniel@spokanecity.org	

ORDINANCE NO. C36726

An ordinance repealing duplicate code sections in Spokane Municipal Code Chapter 12.02; repealing Sections 12.02.1004 and 12.02.1008 of the Spokane Municipal Code.

WHEREAS, there are two duplicative code sections in SMC Chapter 12.02; and

WHEREAS, SMC 12.02.1004, related to “Injury to Tree on Public Property – Violation” is duplicated in SMC 12.02.970, adopted by the City Council in 2019; and

WHEREAS, SMC 12.02.1008 , related to “Unlawful Disposal of Litter on Public Property” is duplicative of RCW 70A.200.060, which was adopted by reference in SMC 10.58.020.

WHEREAS, this ordinance repeals the duplicative code sections SMC 12.02.1004 and SMC 12.02.1008.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.02.1004 of the Spokane Municipal Code is repealed.

Section 2. That Section 12.02.1008 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

Clerk's File #

ORD C36721

Cross Ref #**Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CM PAUL 625-6254

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

0320 ORDINANCE RELATING TO ALCOHOL SIGNAGE

Agenda Wording

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date

Summary (Background)

This ordinance relates to alcohol advertising regulations, and exempts licensed retail outlets in the City of Spokane from provisions in the Washington Administrative Code that restrict the number and size of signs referring to alcoholic beverages, brand names, or manufacturers affixed to or hanging in the windows and on the outside of the premises.

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?

Not applicable

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

Not applicable

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

Signage would still be governed by signage requirements in SMC 17C.240, to the extent applicable.

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			

ORDINANCE NO. C36721

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board, and adopting a new Chapter 10.63 to the Spokane Municipal Code.

WHEREAS, the Washington State Liquor Control Board (LCB) has established administrative regulations in Washington Administrative Code (WAC) 314-52 that regulate advertising by licensed retail outlets, which regulations are intended to promote public safety; and

WHEREAS, pursuant to WAC 314-52-070, the LCB limits each licensed retail licensed premises to a total of four outdoor advertising signs, totaling no more than 1,600 square inches, and which refer to alcoholic beverages, brand names, or manufacturers; and

WHEREAS, WAC 314-52-070 (2) specifically provides that a local jurisdiction has the option to exempt liquor licenses located within that local jurisdiction from the limitation on the number of signs regulated under WAC 314-52-070 or other applicable sections of the WAC;

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

Section. 1. That there is added a new Chapter 10.63 to read as follows:

10.63 - Alcohol Advertising Signage Regulations

10.63.010 Retail Alcohol Advertising Signage

Premises located within the City of Spokane and licensed by the Washington State Liquor Control Board to sell alcohol are exempt from all provisions in Washington Administrative Code (WAC) 314-52-070 (2) restricting the number and size of signs referring to alcoholic beverages, brand names, or manufacturers that are affixed or hanging in the windows and on the outside of the premises. Premises so licensed remain subject to the sign regulations contained in Chapter 17C.240 of the Spokane Municipal Code to the extent applicable. All other provisions of WAC 314-52-070 shall remain in effect. As used herein, the term "premises" shall be as defined in WAC 314-01-005 and used in WAC 314-52-070.

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:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/19/2025

Clerk's File #

ORD C36723

Cross Ref #**Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON 625-6254

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON ZZAPPONE

Sponsoring at Administrators Request

NO

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

0320 ORDINANCE RELATING PUBLIC WORKS PROJECTS ABOVE \$5 MILLION

Agenda Wording

Ordinance titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

This ordinance is titled "Public Dollars For Public Benefit," and relates to City public works projects, develops a model community workforce agreement and priority hiring policy to promote training and career opportunities for individuals in the construction trades; establishes priorities for the hiring of residents in economically distressed areas; and directs the Finance Department to execute a project labor agreement for public works projects estimated to cost \$5 million or more.

What impacts would the proposal have on historically excluded communities?

Not yet analyzed, although the ordinance is expected to improve job opportunities among individuals in historically excluded communities on public works projects.

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 fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

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

Not fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

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 yet analyzed

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget?		NO	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
There is anticipated to be administrative costs associated with this ordinance, but those costs have not been analyzed as yet			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		N/A	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
<u>Distribution List</u>			
		mboston@spokanecity.org	
jnechanicky@spokanecity.org			

ORDINANCE NO. C36723

An ordinance titled “Public Dollars For Public Benefit,” relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the City of Spokane funds and contracts for construction projects to construct, repair and maintain municipal facilities and infrastructure; and

WHEREAS, the City of Spokane protects the City and public interest by ensuring all such projects under its purview are constructed and administered in accordance with plans, specifications, contract provisions, and provisions protecting the social and economic justice policies of the City; and

WHEREAS, the City of Spokane will continue major construction project bids and awards in future years; and

WHEREAS, Washington is facing a critical workforce gap in an economy where the state is poised to see growing demand for eligible employees trained in industry sectors, specifically construction and skilled trades; and

WHEREAS, the City of Spokane is a strong supporter of and has found construction job training programs, including apprentice and pre-apprenticeship programs, to be an effective way to prepare individuals for entry into construction jobs, and to ensure women, people of color, and otherwise vulnerable individuals, particularly those who are Spokane residents, can acquire the necessary job skills and be prepared to successfully pursue construction careers; and

WHEREAS the City of Spokane supports the aspirations and wellbeing of all of our families and creating increased opportunities for all of our children to work, play and stay in Spokane; and

WHEREAS, the City of Spokane commits to the participating in the training of the workforce of tomorrow, ensuring equal opportunity and access for underrepresented communities seeking to develop job skills in the building trades, and creating and building a sustainable environment that improves the health of our families, our workforce, and our community; and

WHEREAS, the City of Spokane is committed to strengthening the promise of the “Helmets to Hardhats” strategy to provide increased employment opportunities for veterans; and

WHEREAS, the City Council seeks to increase and enhance the skilled construction labor force for City public works, utilizing a Project Labor Agreement (PLA) and strategies to recruit individuals who are underrepresented in the construction trades into training and job placements especially those individuals residing in economically distressed areas of Spokane; and

WHEREAS, Community Workforce Agreements and Project Labor Agreements are known to prevent waste, maximize public return, ensure equity while delivering measurable benefits to workers, communities, and taxpayers; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code is created to read as follows:

Article XI – Priority Hire Program

Section 07.06.800 Title and Intent

Section 07.06.810 Definitions

Section 07.06.820 Community Workforce Agreement

Section 7.06.830 Priority Hire Program

Section 07.06.840 Project labor Agreement

Section 07.06.850 Program Evaluation

Section 07.06.860 Program Compliance

Section 07.06.870 Exceptions and Waivers

Section 07.06.880 Penalty

Section 07.06.800 Title and Intent

This Chapter 07.06.800 shall be known as the “Public Dollars For Public Benefit Act”. The intent of this act is to develop a model community workforce agreement and priority hire policy to promote training and career opportunities for individuals in the construction trades and to establish priorities for the hiring of residents in economically distressed areas. The City is directed to execute a project labor agreement for public works projects estimated to cost \$5 million or more.

Section 07.06.810 Definitions

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- A. "Apprentice" means a person who has signed a written apprenticeship agreement with and enrolled in an active registered apprenticeship program approved by the Washington state Apprenticeship and Training Council.
- B. "Community workforce agreement" means an executed agreement signed by the City of Spokane, and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable, under this chapter. The community workforce agreement is a project labor agreement for a single construction project that contains terms and conditions for priority hiring and preferred entry requirements.
- C. "Contractor" means a person or business entity that enters into a contract with the city or a subcontractor performing services under such a contract. A contractor employs individuals to perform work on construction projects, including general contractors, subcontractors of all tiers and both union and nonunion entities.
- D. "Economically distressed area" means a geographic area within the City of Spokane, as defined zip code, and found by the city to be in the top thirty percent of all zip codes in the City of Spokane in terms of the concentration of individuals who meet at least two of the following criteria:
 - a. have income at or below two hundred percent of the federal poverty level;
 - b. are unemployed;
 - c. or are at least twenty-five years old and without a college degree.

The City may add zip codes that meet these criteria for construction projects that are part of the city's wastewater service area in the City of Spokane. The City may adjust the list of economically distressed areas in order to enhance regional uniformity with other local jurisdictions implementing priority hire programs.

- E. "Good faith efforts" means a reasonable and sincere effort made by the contractor and its subcontractor to meet the established apprentice requirement, priority hiring requirement and other hiring goals. This effort will be documented using a standardized method, signed by the contractor representative and craft labor representatives(s).
- F. "Helmets to Hardhats" means the nationwide program that is administered by the Center for Military Recruitment, Assessment and Veterans Employment, a nonprofit corporation that connects National Guard, Reserve, retired and transitioning active-

duty military service members with skilled training and quality career opportunities in the construction industry.

- G. "Journey level" means that an individual has successfully completed a State approved apprenticeship program and has the necessary skills and knowledge of an occupation, or documented on-the-job work experience, that is recognized by any combination of a State registration agency or a Federal registration agency. To be "journey level", practical experience must be equal to or greater than the term of the apprenticeship.
- H. "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are directly employed by the contractor and all subcontractors on a county public works project.
- I. "Model community workforce agreement" means a standardized project labor agreement that would be anticipated to apply to all construction projects required to utilize priority hire under this chapter and sets forth terms and conditions for hiring requirements to include priority hire workers, signed by the city and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable.
- J. "Pre-apprentice graduate" means an individual who successfully completed a State recognized pre-apprenticeship program and is readily available to enter a registered apprenticeship program or has been accepted into a Washington State registered apprenticeship program, including individuals who are completing the first or second year of apprenticeship training.
- K. "Pre-apprenticeship program" means an education-based apprenticeship preparation program that is formally recognized by the Washington State Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsor with a focus on educating and training students to meet or exceed minimum qualifications for entry into a registered apprenticeship program.
- L. "Pre-construction meeting" means a meeting held between the City, builders, contractors, subcontractors, and other essential personnel prior to a construction project's start date to go over important information, such as, but not limited to project timelines, permits, goals, establishing of authority, communication, responsibility clarification, schedules, cost estimates, quality control, key stakeholders, and job site safety.
- M. "Preferred entry" means a program provided as part of a project labor agreement or a community workforce agreement that allows pre-apprentice graduates and veterans entry into a registered apprenticeship program ahead of other applicants.

- N. "Priority hire program" means the program created in this chapter to prioritize the recruitment and placement of priority hire workers for training and employment in the construction trades on public works projects where the estimated cost to construct is over five million dollars.
- O. "Priority hire worker" means an individual prioritized for recruitment, training, and employment opportunities because the individual meets any one or more of the following criteria:
1. a resident of an economically distressed area;
 2. A graduate of a state registered pre-apprenticeship program; or
 3. A person of color, woman, formerly justice-involved, tribal member, unhoused, or veteran.
- P. "Project labor agreement" means an executed agreement between the city or designee, on behalf of the city, and the NE Washington/N Idaho Building & Construction Trades Council, that provide standards for work hours, wages, working conditions, safety conditions, union representation, apprenticeship requirements and settlement of disputes procedures.
- Q. "Public works" or "public works project" refers to city construction projects, including parks and libraries, with an estimated cost to construct of five million dollars (\$5,000,000) or more, including all phases of multi-phase projects. Public works contracts shall not be fragmented to avoid the requirements of this chapter.
- R. "Registered apprenticeship program" means an apprenticeship program that is approved by the Washington State Apprenticeship and Training Council. Registered apprenticeship programs may include both union and non-union programs.

Section 07.06.820 Model Community Workforce Agreement

- A. The City of Spokane shall develop a model community workforce agreement and shall make a good faith effort to negotiate and execute the model community workforce agreement for each public works construction project requiring the utilization of priority hire under this chapter. The model community workforce agreement shall:
1. Include terms and conditions for the utilization of priority hire and preferred entry workers;
 2. Require that a minimum twenty five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by apprentices pursuant to a

community workforce agreement may also be counted towards fulfillment of apprenticeship labor hour requirements under an apprentice utilization plan as described in SMC 07.06.750;

3. Include provisions for pre-construction meetings;
4. Include provisions to ensure a respectful workplace that is inclusive and focuses on nondiscrimination and antiharassment behaviors and provides procedures for workers to address concerns;
5. Include provision for the recruitment, retention and mentoring of construction workers, including priority hire and preferred entry workers, and workers who reside in the City of Spokane as they advance from apprentice positions into journey level positions;
6. Include an order of precedence provision that includes any applicable collective bargaining agreements in the order of precedence after the model community workforce agreement;
7. Where free and ample parking is not available at a public works construction project, include provisions to ensure vehicle parking at or nearby, or alternatively, at a dedicated parking area from which the contractor provides transportation, all at no cost to workers;
8. Be structured to streamline paperwork and reporting requirements; and
9. Include a multi-employer retirement plan and full family medical plan for workers.

- B. If the City of Spokane is unable to negotiate and execute a model community workforce agreement despite good faith efforts, the City will develop and execute a community workforce agreement specific to each public works project, which must contain terms and conditions for the use of priority hire workers as well as provisions related to a respectful workplace.
- C. Contractors who submit work bids on public works construction projects requiring the utilization of priority hire under this chapter shall evidence good faith efforts that the contractor can reasonably make to meet the requirements of this chapter, including the percentage labor hour requirements, that are consistent with the terms and conditions set forth in the applicable community workforce agreement.

Section 07.06.830 Priority Hire Program

To administer the Priority Hire program, the City of Spokane shall:

- A. Analyze the indicators for economically distressed areas and prepare a list of zip codes that are found to be economically distressed areas and update that list at least once every five years. Any changes proposed by the manager to the criteria for determining economically distressed areas are subject to approval by public rule;
- B. Provide technical assistance to contractors on the recruitment and reporting requirements of the priority hire program to promote participation in the priority hire programs; and
- C. Develop a prompt-payment program for subcontractors performing services for a contractor to lower the burden of participation in the priority hire program, based on an assessment of the effectiveness of existing payment programs. The prompt-payment program may include features such as revolving fund or other mechanism to provide cash flow relief for payments to the general contractor or sub-contractor.

Section 07.06.840 Project Labor Agreement

The City of Spokane shall negotiate and execute a Project Labor Agreement (PLA) that applies to all covered public works projects other than projects deemed an exception under this chapter, with the NE Washington/N Idaho Building & Construction Trades Council. The PLA shall comply with and include the applicable terms of this ordinance and any applicable rules and standards developed by the City of Spokane. The PLA shall require that all Contractors agree to abide by the terms of the PLA to compete and serve on the covered public works project.

The following shall be considered during negotiations.

- A. The City of Spokane shall include a requirement in the PLA that a minimum of twenty-five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by priority hire candidates.
- B. The City of Spokane shall establish provisions within the PLA that encourage open-shop subcontractors to compete and participate in covered projects, including reimbursing existing employer sponsored dual-benefit health and pension costs paid by open shop contractors, which are determined by the city to be compliant with usual benefits as defined in WAC 296-127-014.
- C. The PLA shall permit a contractor to employ as many as five core employees on each contract in a covered project, provided the core employees meet the core employee criteria set forth in the PLA. Open shop contractors are allowed to select

and hire up to five core employees before filling any further hiring needs through dispatch. Open shop contractors must notify the union and identify their core employees. The City of Spokane has authority, at any time, to verify that the employees meet the definition of core employee as established in the PLA.

- D. The PLA shall include full family healthcare and multi-employer retirement for all workers.
- E. No worker shall be required to become a member of a union to be eligible for employment on a project under a PLA with the City of Spokane. No contractor shall be required to become affiliated with a union to be eligible for work on a project under a PLA with the City of Spokane.
- F. The City of Spokane may provide technical assistance to a Women or Minority Business Enterprise (WMBE) and open shop contractors in transitioning to a PLA environment.
- G. All craft jurisdictions under the PLA will be defined under WAC 296.127.

Section 07.06.850 Program Evaluation

- A. The City of Spokane shall establish benchmarks and metrics to evaluate the priority hire program, such as project costs; completion times; workplace safety; utilization rates and graduation rates of priority workers, women and racial minorities from pre apprentice and apprentice training programs; and changes in the percentage of dollars paid to WMBE contractors working on covered projects. Metrics should also include the economic impact and the return on investment resulting from implementing the Community Workforce Agreement.
- B. The City of Spokane shall report findings to the Mayor and the Spokane City Council annually and make these findings available on a public dashboard.
- C. The Mayor and City Council will review program results during 2028 to determine if the program should be expanded or amended by increasing or decreasing thresholds.

Section 07.06.860 Program Compliance

The Administration shall implement a system for monitoring the use of apprentices and priority hire workers in construction projects subject to this chapter. Such monitoring may include identifying individual apprentices and priority hire workers by apprenticeship registration number, reviewing standardized documents provided by the contractor, determining the apprentice and priority hire hours worked by minorities, women, and veterans; and assessing whether the contractor has complied with the apprenticeship or priority hire requirement established in the negotiated contract.

Section 07.06.870 Exceptions and Waivers

- A. During the term of a construction contract subject to this chapter, the City of Spokane may reduce or waive the apprentice and/or priority hire labor hour goals upon their determination that at least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:
1. The contractor has demonstrated that it has utilized good faith efforts to meet the established percentage requirement but remains unable to fulfill the goal'
 2. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
 3. The reasonable and necessary requirements of the contract render apprentice or priority hire utilization infeasible at the required levels;
 4. The contractor has demonstrated in writing that it has contacted the trade-specific registered apprenticeship program or attempted to hire priority hire workers, yet an insufficient number of apprentices or priority hire workers are available to meet the contract requirements; or
 5. The contractor has demonstrated that it has met or is meeting apprenticeship or priority hire requirements on all existing city construction projects during the 12 months prior to execution of a new contract with the city.

Section 07.06.880 Penalty

- A. For each unmet labor hour required by this Article X, there shall be imposed a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the Public Works project as determined by prevailing wages on each contractor who violates the provisions of this article. For a second violation within five years of the first violation, the penalty shall be sixty percent (60%), and for a third or subsequent violation within five years of the first violation, the penalty shall be ninety percent (90%). General contractors shall only be liable for penalties based on their failure to meet the "per craft" requirements established in SMC 07.06.720(A).
- B. The specific facts and circumstances and the existence and extent of any good faith efforts to comply shall be considered when determining whether a contractor is subject to debarment under SMC 07.06.610(B).

The City Administrator shall dedicate all revenues derived from penalties imposed for violation of this Article X to grants to state-approved pre-apprenticeship programs to assist minorities, women, and residents of CEZs as defined in this Article X.

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.

Section 4. Effective Date. This ordinance shall be effective _____, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/16/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/11/2025

Clerk's File #

ORD C36720

Cross Ref #**Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

JON SNYDER 6069

Requisition #**Contact E-Mail**

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

KKLITZKE PDILLON

Sponsoring at Administrators Request

NO

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

0520 COMPLETE STREETS ORDINANCE UPDATE

Agenda Wording

Final draft of Complete Streets Ordinance update for hearing consideration.

Summary (Background)

The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City. An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		jsnyder@spokanecity.org	
amcdaniel@spokanecity.org			

BRIEFING PAPER: Complete Streets Ordinance final draft
City of Spokane
Planning Commission
6/11/2025

Subject:

Final draft of Complete Streets Ordinance update for hearing consideration.

Background:

The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City.

An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

Relationship to Plans/Actions:

Complete Streets supports the goals of the Comprehensive Plan, Chapter 4, Transportation.

Timeline/ Further Action:

The Planning Commission can take action to recommend this ordinance update at the hearing scheduled for June 11. If the ordinance is recommended to the Council, then the Council will consider the ordinance at their next PIES meeting on June 16.

ORDINANCE NO. C36720

An ordinance updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

WHEREAS, the Transportation Commission was created in 2024 when the City Council enacted Ordinance C36517, which, when codified in Chapter 04.40 of the Spokane Municipal Code, established the commission and set forth its duties and responsibilities; and

WHEREAS, since creation of the Transportation Commission in 2024, the City Council has enacted changes to Chapter 16A.64 of the Spokane Municipal Code, including changing the name of the traffic calming program to the "Safe Streets for All," program; and

WHEREAS, the "Complete Streets Program," codified in Chapter 17H.020 of the Spokane Municipal Code in 2011, has not been updated since its initial enactment and does not reflect creation of the Transportation Commission; and

WHEREAS, the City Council wishes to update the Complete Streets Program and make additional changes to the Transportation Commission duties to reflect its role with respect to Complete Streets Program;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with [Chapter 16A.84](#) and [Chapter 17H.020](#) of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:

1. Meet mobility needs by providing facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.

2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.
 3. Encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
 4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.
 5. Prioritize the safety of people walking, pursuant to [SMC 16A.84.020](#).
 6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.
- B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.
- C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- D. Transportation Benefit District - The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:
1. Use of Transportation Benefit District (TBD) program funds; and
 2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
 3. Required investments in pedestrian improvements per [SMC 08.16.060](#).
- The Transportation Benefit District (TBD) Administrator and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department shall assist with identification of residential/local access streets appropriate for repair.
- E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe

form of transportation in the city of Spokane. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

- F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- G. Parking System - The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- H. (~~Traffic Calming~~) Spokane Safe Streets for All Program - The Transportation Commission shall make annual recommendations to the City Council on the following:
 - 1. the addition, relocation, or removal of automated traffic safety cameras consistent with [Chapter 16A.64](#) of the Spokane Municipal Code and state law;
 - 2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and
 - 3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill these duties.

- I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

- J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.
- K. At least once per year the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles and/or pedestrians and which result in death or serious injury on public ways within the City. After such review, the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or as part of an annual report on fatal and serious injuries in the public way.
- L. The Commission shall meet no less than once per month, and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.

Section 2. That Section 17H.020.010 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.010 Purpose

The purpose of the Complete Streets Program is the integration of transportation and land use planning in order to ensure all users are accommodated in the construction of all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan, and the American with Disabilities Act (ADA) Transition Plan.

Implementation of complete streets planning will create a balanced transportation system that provides safe, accessible, and efficient routes among priority destinations for walking, bicycling, and public transport, that encourages healthy and active living, and that reduces traffic congestion, greenhouse gas emissions, tire particulate pollution, and noise pollution.

Section 3. That there is adopted a new Section 17H.020.015 of the Spokane Municipal Code to read as follows:

Section 17H.020.015 Definitions

For the purpose of this chapter, the following words shall be defined as follows:

Term	Definition
Complete Street	<p>A “Complete Street” is a road designed to be safe for users of all ages and abilities and exhibits a high degree of multimodal level of service informed by various plans adopted by the City of Spokane.</p> <p>The “Complete Street Program” focuses not just on individual roads but on changing the community and engineering decision-making process so that all users are routinely considered during the planning, designing, building, and operating of all roadways.</p>
Street Project	<p>"Street Project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes, except that "Street Project" does not include minor routine upkeep such as cleaning, sweeping, mowing, spot repair or patching potholes, paving unpaved streets, or interim measures on detour routes. If safety and convenience can be improved within the scope of pavement resurfacing such as grind and overlay and restriping, such projects shall implement Complete Streets as outlined in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan and the Americans with Disabilities Act Transition Plan to provide access and increase safety for all users. Grind and overlay and restriping projects shall be limited to striping elements as called for in the Bicycle Master Plan, the Bicycle Priority Network, and the Pedestrian Master Plan. Changes to existing signalization shall not trigger additional Complete Streets elements.</p>
Users	<p>"Users" mean individuals that use streets, including people walking, people using wheeled assisted mobility devices such</p>

	as wheelchairs, people riding bicycles, people using micromobility devices, people driving automobiles, people driving freight delivery vehicles, and people using transit options, people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.
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Section 4. That Section 17H.020.020 of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 17H.020.030 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.030 Freight/Truck Routes

Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be ~~((the major))~~ a priority on streets classified as truck routes as designated by SMC 12.08.020. Complete Street improvements that are consistent with freight mobility but also support other modes shall be considered for these streets.

Section 6. That Section 17H.020.040 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.040 Complete Streets Implementation

A. All street projects shall include Complete Streets elements as called for in the Bicycle Master ((Bike)) Plan, ((and)) Pedestrian Master Plan, and the Americans with Disabilities Act (ADA) Transition Plan. Complete Streets shall be achieved either through single projects or through a series of smaller improvements or maintenance activities over time. It is the City's intent that all allowable sources of transportation funding be drawn upon to implement Complete Streets projects. ~~((The City believes that maximum financial flexibility is important to implement Complete Streets principles. The City believes a Complete Streets program will increase connectivity for all modes of travel within the City.))~~

B. The implementation of various Complete Streets elements will utilize the ~~((latest and best design criteria and the design of various complete streets components to be implemented shall be based on a context sensitive approach, with the analysis of the street's existing conditions, and the present/future needs for all users.))~~ National Association of City Transportation Officials (NACTO) Design Guidance, including Urban Street Design Guide and Urban Bikeway Design Guide, as well as the American Association of State Highway and Transportation Officials (AASHTO) Guide for the

Development of Bicycle Facilities and other best practices; provided, certain projects may be required to follow the Washington State Department of Transportation (WSDOT) or Federal Highway Administration (FHWA) standards, which may supersede other design standards.

C. Complete Streets components to be implemented shall be based on a context-sensitive approach, using a Safe Systems framework as defined in RCW 47.04.010, with the analysis of the street's existing conditions, and the present and future needs for all users.

D The City will provide continuing education opportunities through various state and national providers, associations, and experts on Complete Streets and urban street design and implementation for identified staff that implement Complete Streets.

Section 7. That Section 17H.020.050 of the Spokane Municipal Code is hereby repealed.

Section 8. That there is adopted a new Section 17H.020.055 of the Spokane Municipal Code to read as follows:

Section 17H.020.055 Limited Exceptions to the Complete Streets Program

A. The following situations are limited exceptions to the Complete Streets Program:

1. Major catastrophic repairs where roadway function has been significantly lost due to situations such as wildfires, sinkholes, flooding, or sudden unanticipated bridge failure.
2. Where a reasonable and equivalent project with a high degree of multimodal level of service that provides transit or active transportation access to the most significant trip generators on the street, along the same corridor, is already programmed to provide Complete Streets elements.
3. When future development has been permitted or is in the process of permitting within the next six years will be required to build frontage improvements with Complete Streets elements.
4. Grind and overlays, chip seals, crack sealing, and similar maintenance projects may not be required to install new curb, gutter or sidewalk for the length of the project, provided new and replacement ADA ramps must be installed with grind and overlays. City staff shall look for opportunities to install smaller improvements, including but not limited to bus boarding pads and crosswalk elements that best fit within the scope and budget of the project.

- B. Requested exceptions to the Complete Streets program shall be reviewed by the Transportation Commission, and recommendations regarding exceptions shall be made to the City Council. The City Council must approve exceptions in conjunction with the annual adoption of the 6-Year Street Plan or through a separate Council approval and action on specific project(s). Exceptions requested for major catastrophic repairs may be reviewed by the City Council on an emergency basis without prior review by the Transportation Commission.

Section 9. That Section 17H.020.060 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.060 Performance Measures

- A. Performance measures monitoring the progress of Complete Streets implementation will be ((established and an annual progress report which will be submitted)) included with the Transportation Commission's annual report to the ((city council)) City Council.
- B. Performance measures established through the Complete Streets program shall utilize existing reporting done for concurrency certification and state and federal grant programs.
- C. Performance measures shall include but are not limited to annual fatalities and serious injuries of all modes of travel, measurements of vehicle miles travelled in the city of Spokane, transit boardings in the city of Spokane, annual micromobility trips with a provider under contract with the City of Spokane, and new transit and active transportation facilities built in the city of Spokane.

Section 10. That there is adopted a new Section 17H.020.070 of the Spokane Municipal Code to read as follows:

Section 17H.020.070 Land Use Integration

- A. The City's Design Standards shall include context-sensitive elements determined by the adjacent land use.
- B. All new or revised land use policies, plans, zoning ordinances, or other relevant documents shall specify how they will support and complement the Complete Streets Program.

Section 11. That there is adopted a new Section 17H.020.080 of the Spokane Municipal Code to read as follows:

Section 17H.020.080 Multijurisdictional Coordination

The City recognizes that multi-jurisdictional contributions are necessary for an effective Complete Streets program and will work cooperatively with the Washington State Department of Transportation, the Spokane Regional Transportation Council, the Spokane Regional Health District, the Spokane Transit Authority, Spokane County Accessible Communities Advisory Committee and surrounding counties, cities, school districts, neighborhood councils, citizens, businesses and other interest groups to implement this chapter.

Section 12. 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 13. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING COMPLETE STREETS ORDINANCE UPDATES**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the City's Unified Development Code. This proposal will amend the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.
- B. The proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan.
- C. The Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals.
- D. Public notice and communication began in April 2025 and included the following:
 - 1. Plan Commission workshops held on April 9 and May 14.
 - 2. Transportation Commission workshop held April 9. Transportation Commission hearing held May 21.
 - 3. The issuance of a SEPA Determination of Nonsignificance for code text amendments on May 21, 2025.
 - 4. For a hearing scheduled for June 11, 2025, legal notices were published to the Spokesman Review on May 28 and June 4, 2025.
- E. On April 9 and May 14, the City of Spokane Plan Commission held workshops to discuss draft language, and review and evaluate with City staff alternatives to proposed text changes
- F. The City of Spokane Transportation Commission held a workshop on April 9 to discuss draft language, and review and evaluate with City staff alternatives to proposed text changes.

- G. On May 21, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. A SEPA Determination of Nonsignificance was issued by the director of Planning Services on May 28, 2025, for the proposed text amendments. One comment was received.
- I. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.
- J. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.
- K. The Plan Commission held a public hearing on June 11, 2025, to obtain public comments on the proposed amendments. One comment was received.
- L. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- M. The City of Spokane Plan Commission finds that the amendment proposal and SEPA status were noticed in the City Gazette at the time of a Plan Commission workshop as required in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the proposed Complete Streets Ordinance Update:

- 1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
- 2. The proposed text amendments will implement the goals and policies of the City of Spokane Comprehensive Plan.
- 3. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
- 4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

RECOMMENDATION:

In the matter of the ordinances pertaining to the proposed text amendments, amending the Unified Development Code of the City of Spokane.

Findings of Fact, Conclusion, and Recommendation

By vote of two in favor to six not in favor, the Spokane Plan Commission takes the following actions:

1. **DOES NOT RECOMMEND** that City staff review Mr. Kropp's language suggestions for sections 17H.020.055(A)(1), 17H.020.055(A)(2), 17H.020.055(A)(3), and 17H.020.055(A)(4).

As based on the above listed findings and conclusions, by vote of seven in favor to zero not in favor, and one abstention, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposal, amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.



Ryan Patterson, Vice President
Spokane Plan Commission

Date: 23/06/25







PC Findings and Conclusions Complete Streets Ordinance Update 20250619

Final Audit Report

2025-06-23

Created:	2025-06-23
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVsMtiCaexxPCiMm6f-_4P0e4Ej_lp-4i

"PC Findings and Conclusions Complete Streets Ordinance Update 20250619" History

-  Document created by Angela McCall (amccall@spokanecity.org)
2025-06-23 - 4:01:30 PM GMT
-  Document emailed to Ryan Patterson (rpatterson@spokanecity.org) for signature
2025-06-23 - 4:01:35 PM GMT
-  Email sent to bdsadmin@spokanecity.org bounced and could not be delivered
2025-06-23 - 4:01:57 PM GMT
-  Email viewed by Ryan Patterson (rpatterson@spokanecity.org)
2025-06-23 - 4:26:34 PM GMT
-  Document e-signed by Ryan Patterson (rpatterson@spokanecity.org)
Signature Date: 2025-06-23 - 4:30:13 PM GMT - Time Source: server
-  Agreement completed.
2025-06-23 - 4:30:13 PM GMT

Strike the entire ordinance and substitute the following in its place:

ORDINANCE NO. C36720

An ordinance updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

WHEREAS, the Transportation Commission was created in 2024 when the City Council enacted Ordinance C36517, which, when codified in Chapter 04.40 of the Spokane Municipal Code, established the commission and set forth its duties and responsibilities; and

WHEREAS, since creation of the Transportation Commission in 2024, the City Council has enacted changes to Chapter 16A.64 of the Spokane Municipal Code, including changing the name of the traffic calming program to the "Safe Streets for All," program; and

WHEREAS, the "Complete Streets Program," codified in Chapter 17H.020 of the Spokane Municipal Code in 2011, has not been updated since its initial enactment and does not reflect creation of the Transportation Commission; and

WHEREAS, the City Council desires that the "Complete Streets" concept be incorporated in all aspects of construction, maintenance and repair of transportation infrastructure in the City of Spokane, and result in a complete, connected network; and

WHEREAS, the City Council wishes to update the Complete Streets Program and make additional changes to the Transportation Commission duties to reflect its role with respect to Complete Streets Program;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

- A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with [Chapter 16A.84](#) and

Chapter 17H.020 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:

1. Meet mobility needs by providing complete and connected facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.
 2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.
 3. ~~((Encourage))~~ Consistent with a complete and connected network, encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
 4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.
 5. Prioritize the safety of people walking, pursuant to [SMC 16A.84.020](#).
 6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.
- B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.
- C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- D. Transportation Benefit District - The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:
1. Use of Transportation Benefit District (TBD) program funds; and
 2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
 3. Required investments in pedestrian improvements per [SMC 08.16.060](#).

The Transportation Benefit District (TBD) Administrator and Integrated Capital Management shall provide staff support to the Transportation Commission to help

fulfill this duty. The Street Department shall assist with identification of residential/local access streets appropriate for repair.

- E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- G. Parking System - The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- H. (~~Traffic Calming~~) Spokane Safe Streets for All Program - The Transportation Commission shall make annual recommendations to the City Council on the following:
 - 1. the addition, relocation, or removal of automated traffic safety cameras consistent with [Chapter 16A.64](#) of the Spokane Municipal Code and state law;
 - 2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and
 - 3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill these duties.

- I. Annual Report – The Transportation Commission shall issue an annual report on the

state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

- J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.
- K. At least once per year the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles and/or pedestrians and which result in death or serious injury on public ways within the City. After such review, the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or as part of an annual report on fatal and serious injuries in the public way.
- L. The Commission shall meet no less than once per month, and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.

Section 2. That Section 17H.020.010 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.010 Purpose

~~((The purpose of the Complete Streets Program is to ensure all users are planned for in the construction of all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted Bike Master Plan and Pedestrian Plan. In enacting this ordinance, the City of Spokane encourages healthy, active living, reduction of traffic congestion and fossil fuel use, and improvement in the safety and quality of life of residents in the City of Spokane by providing safe, convenient, and comfortable routes for walking, bicycling, and public transportation. The Complete Streets Program will improve street connectivity of all modes.))~~

The purpose of the Complete Streets Program is the integration of transportation and land use planning in order to ensure all users are accommodated in the construction of all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan, and the American with Disabilities Act (ADA) Transition Plan.

Implementation of complete streets planning will create a balanced transportation system that provides safe, accessible, and efficient routes among priority destinations for walking, bicycling, and public transport, that encourages healthy and active living, and that reduces traffic congestion, greenhouse gas emissions, tire particulate pollution, and noise pollution.

Section 3. That there is adopted a new Section 17H.020.015 of the Spokane Municipal Code to read as follows:

Section 17H.020.015 Definitions

For the purpose of this chapter, the following words shall be defined as follows:

Term	Definition
Complete Street	<p>A “Complete Street” is a road designed to be safe for users of all ages and abilities and exhibits a high degree of multimodal level of service informed by various plans adopted by the City of Spokane.</p> <p>The “Complete Street Program” focuses not just on individual roads but on changing the community and engineering decision-making process so that all users are routinely considered during the planning, designing, building, and operating of all roadways.</p>

Street Project	<p>"Street Project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes, except that "Street Project" does not include minor routine upkeep such as cleaning, sweeping, mowing, spot repair or patching potholes, paving unpaved streets, or interim measures on detour routes. If safety and convenience can be improved within the scope of pavement resurfacing such as grind and overlay and restriping, such projects shall implement Complete Streets as outlined in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan and the Americans with Disabilities Act Transition Plan to provide access and increase safety for all users. Grind and overlay and restriping projects shall be limited to striping elements as called for in the Bicycle Master Plan, the Bicycle Priority Network, and the Pedestrian Master Plan. Changes to existing signalization shall not trigger additional Complete Streets elements.</p>
Users	<p>"Users" mean individuals that use streets, including people walking, people using wheeled assisted mobility devices such as wheelchairs, people riding bicycles, people using micromobility devices, people driving automobiles, people driving freight delivery vehicles, and people using transit options, people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.</p>

Section 4. That Section 17H.020.020 of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 17H.020.030 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.030 Freight/Truck Routes

Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be ~~((the major))~~ a priority on streets classified as truck routes as designated by SMC 12.08.020. Complete Street improvements that are consistent with freight mobility but also support other modes shall be considered for these streets.

Section 6. That Section 17H.020.040 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.040 Complete Streets Implementation

- A. All street projects shall include Complete Streets elements as called for in the Bicycle Master ((Bike)) Plan, ((and)) Pedestrian Master Plan, and the Americans with Disabilities Act (ADA) Transition Plan. Complete Streets shall be achieved either through single projects or through a series of smaller improvements or maintenance activities over time. It is the City's intent that all allowable sources of transportation funding be drawn upon to implement Complete Streets projects. ~~((The City believes that maximum financial flexibility is important to implement Complete Streets principles. The City believes a Complete Streets program will increase connectivity for all modes of travel within the City.))~~
- B. The implementation of various Complete Streets elements will utilize the ~~((latest and best design criteria and the design of various complete streets components to be implemented shall be based on a context sensitive approach, with the analysis of the street's existing conditions, and the present/future needs for all users.))~~ National Association of City Transportation Officials (NACTO) Design Guidance, including Urban Street Design Guide and Urban Bikeway Design Guide, as well as the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities and other best practices; provided, certain projects may be required to follow the Washington State Department of Transportation (WSDOT) or Federal Highway Administration (FHWA) standards, which may supersede other design standards.
- C. Complete Streets components to be implemented shall be based on a context-sensitive approach, using a Safe Systems framework as defined in RCW 47.04.010, with the analysis of the street's existing conditions, and the present and future needs for all users.
- D. The City will provide continuing education opportunities through various state and national providers, associations, and experts on Complete Streets and urban street design and implementation for identified staff that implement Complete Streets.
- E. During all maintenance, construction, and ongoing operations, the City will prioritize continued access to all sidewalks, crosswalks, bike lanes and bus stops, including

detours and alternate access as appropriate.

Section 7. That Section 17H.020.050 of the Spokane Municipal Code is hereby repealed.

Section 8. That there is adopted a new Section 17H.020.055 of the Spokane Municipal Code to read as follows:

Section 17H.020.055 Limited Exceptions to the Complete Streets Program

A. The following situations are limited exceptions to the Complete Streets Program:

1. Major catastrophic repairs where roadway function has been significantly lost due to situations such as wildfires, sinkholes, flooding, or sudden unanticipated bridge failure.
2. Where a reasonable and equivalent project with a high degree of multimodal level of service that provides transit or active transportation access to the most significant trip generators on the street, along the same corridor, is already programmed to provide Complete Streets elements.
3. Grind and overlays, chip seals, crack sealing, and similar maintenance projects may not be required to install new curb, gutter or sidewalk for the length of the project; provided, new and replacement ADA ramps must be installed with grind and overlays. City staff shall look for opportunities to install smaller improvements, including but not limited to bus boarding pads and crosswalk elements that best fit within the scope and budget of the project.

B. Requested exceptions to the Complete Streets program shall be reviewed by the Transportation Commission, and recommendations regarding exceptions shall be made to the City Council. The City Council must approve exceptions in conjunction with the annual adoption of the 6-Year Street Plan or through a separate Council approval and action on specific project(s). Exceptions requested for major catastrophic repairs may be reviewed by the City Council on an emergency basis without prior review by the Transportation Commission.

Section 9. That Section 17H.020.060 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.060 Performance Measures

A. Performance measures monitoring the progress of Complete Streets implementation will be ((established and an annual progress report which will be submitted)) included with the Transportation Commission's annual report to the ((city council)) City Council.

B. Performance measures established through the Complete Streets program shall utilize

existing reporting done for concurrency certification and state and federal grant programs.

- C. Performance measures shall include but are not limited to annual fatalities and serious injuries of all modes of travel, measurements of vehicle miles travelled in the city of Spokane, transit boardings in the city of Spokane, annual micromobility trips with a provider under contract with the City of Spokane, and new transit and active transportation facilities built in the city of Spokane.

Section 10. That there is adopted a new Section 17H.020.070 of the Spokane Municipal Code to read as follows:

Section 17H.020.070 Land Use Integration

- A. The City's Design Standards shall include context-sensitive elements determined by the adjacent land use.
- B. All new or revised land use policies, plans, zoning ordinances, or other relevant documents shall specify how they will support and complement the Complete Streets Program.

Section 11. That there is adopted a new Section 17H.020.080 of the Spokane Municipal Code to read as follows:

Section 17H.020.080 Multijurisdictional Coordination

The City recognizes that multi-jurisdictional contributions are necessary for an effective Complete Streets program and will work cooperatively with the Washington State Department of Transportation, the Spokane Regional Transportation Council, the Spokane Regional Health District, the Spokane Transit Authority, Spokane County Accessible Communities Advisory Committee and surrounding counties, cities, school districts, neighborhood councils, citizens, businesses and other interest groups to implement this chapter.

Section 12. 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 13. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: This amendment (1) adds a recital, (2) adds language regarding a complete and connected network to the Transportation Commission duties in the Section 1 amendments to SMC 04.40.080, (3) makes a formatting correction to the amendment language in Section 2, and (4) in Section 6, adds a new subsection E to SMC 17H.020.040 regarding implementation to ensure continued access during maintenance, and construction, and (5) in Section 8, removes language inadvertently left in 17H.020.055 relating to exceptions.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/18/2025

Clerk's File #

CPR 2025-0035

Cross Ref #**Project #****Council Meeting Date:** 07/28/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

MICHAEL 625-6257

Requisition #**Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

MCATHCART

Sponsoring at Administrators Request

NO

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

COUNCIL LETTER REQUESTING PARTICIPATION IN SCRAPS SELECTION PROCESS

Agenda Wording

Letter to Spokane County requesting City participation in the selection of Executive Director of Spokane County Regional Animal Protection Service (SCRAPS).

Summary (Background)

The City recently learned of the departure of the Executive Director of SCRAPS. The letter, addressed to county commissioners and the CEO of Spokane County, is a formal request that the City be provided an opportunity to participate in the selection of a new executive director.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

The City of Spokane is the largest contractual partner and utilizer of SCRAPS' services. Participation in the selection process is consistent with the City's significant role in animal control in the region.

Council Subcommittee Review

Not applicable

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
Distribution List			



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

VIA EMAIL

July 28, 2025

Honorable Chair Mary Kuney,
County Commissioner, District 4
mkuney@spokanecounty.org

Honorable Al French,
County Commissioner, District 3
afrench@spokanecounty.org

Honorable Vice Chair Josh Kerns,
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Honorable Amber Waldref,
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Honorable Chris Jordan,
County Commissioner, District 1
cjordan@spokanecounty.org

Mr. Scott Simmons
CEO, Spokane County
ssimmons@spokanecounty.org

Dear Spokane County Board of Commissioners and Mr. Simmons,

In light of recent information about the departure of the Director of Spokane County Regional Animal Protection Service (SCRAPS) as well as an intention to continue the partnership between Spokane County and the City of Spokane with respect to SCRAPS, the undersigned members of the Spokane City Council request an opportunity for the City of Spokane to participate in the selection process for the next Executive Director of SCRAPS.

As the largest contractual partner and utilizer of SCRAPS' services, it is of the upmost interest to Councilmembers that the City of Spokane is afforded an opportunity to participate in the selection process in a meaningful way. Animal protection, control and welfare is a high priority for the citizens of Spokane and we look forward to the opportunity for further collaboration and communication with Spokane County on this matter.

Sincerely,

Betsy Wilkerson, City Council President

Michael Cathcart, City Council Member, Dist. 1

Jonathan Bingle, City Council Member, Dist. 1

Paul Dillon, City Council Member, Dist. 2

Kitty Klitzke, City Council Member, Dist. 3

Zack Zappone, City Council Member, Dist. 3