



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Consent

Date Rec'd

8/11/2025

Clerk's File #

OPR 2025-0615

Cross Ref #

Project #

Council Meeting Date: 10/06/2025

Submitting Dept

CODE ENFORCEMENT & PARKING

Bid #

Contact Name/Phone

LUIS GARCIA 6850

Requisition #

Contact E-Mail

LGARCIA@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

HOMELESS ENCAMPMENTS ON WSDOT RIGHT OF WAY RENEWAL

Agenda Wording

This contract is an extension of an existing partnership and scope of work between the City of Spokane and WSDOT. This contract will continue homeless encampment and related impacts, such as litter and graffiti removal, on and adjacent to WSDOT properties, including I90 and multiple state highways within the city limits.

Summary (Background)

WSDOT and the City desire to renew an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway rights-of-way.

Approved by Spokane City Council
on: 10/6/2025

City Clerk

What impacts would the proposal have on historically excluded communities?

An intent of this agreement is to continue to connect people experiencing homelessness with services. By allowing for local government to respond, the response times will be enhanced to protect the occupants of the encampment as well as the public at large.

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- No collection of data will be collected or impact the determination of encampment clean-up pursuant to the agreement. Service providers may collect information, however that would be outside of this contract.

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

Complaints will be received and responded to in the same manner as the existing encampment clean-up. The reporting component will remain the same as the existing impactful program.

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

The agreement is in compliance with a clean and safe Spokane, which includes properties owned by state agencies.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$ 445,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Spokane responds to encampments throughout the city and in many cases, overlap with WSDOT properties. This contract will provide funding support for these efforts in a reimbursement model. This agreement can also be used to support social service outreach			
<u>Amount</u>		<u>Budget Account</u>	
Neutral	\$ \$445,000	#	1200-95165-99999-33436-99999
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?			
The contract is intending to be reoccurring as the need will continue.			
<u>Expense Occurrence</u>		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	GARCIA, LUIS		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
mike.frucci@wsdot.wa.gov		smacdonald@spokanecity.org	
nzollinger@spokanecity.org		klouden@spokanecity.org	
lgarcia@spokanecity.org		adbrown@spokanecity.org	
akiehn@spokanecity.org		jruffing@spokanecity.org	

**Interlocal Agreement
Between
Washington State Department of Transportation (GCC 1226)
And
City of Spokane**

This Agreement is between the Washington State Department of Transportation (WSDOT or department) and City of Spokane (City); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

Recitals

- A.** ESSB5161 effective May 20,2025, provides the Transportation Budget for the 2025-2027 Biennium.
- B.** Section 216 (5) (EXHIBIT A) provides \$1,000,000 of the motor vehicle account—state appropriation is provided solely for a partnership program between the department and the city of Spokane, to be administered in conjunction with subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. Of the amounts provided in this subsection, \$555,000 is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Spokane shall enter into a reimbursable agreement to cover up to \$445,000 of the city's expenses for clean-up crews and landfill costs.
- C.** WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT right of way by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits by this referenced incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 The sections of state and interstate routes inside City corporate limits within jurisdiction of WSDOT subject to this Agreement shall include the following: US2, I90, US195, US395, North Spokane Corridor (NSC), NSC Children of the Sun Trail, SR290, and SR291.
- 1.2 The City will follow adopted City policies and procedures for employee safety and personal protective equipment when completing encampment cleanup work as shown in exhibit B.

- 1.3 The City will provide labor, tools, and equipment to remove materials and repair sites inside or adjacent to WSDOT right of way and property damaged by homeless encampments. The materials to be removed and the repair of sites may include removal of litter, trash, costs associated with the removal and storage of vehicles including recreational vehicles, debris, hazardous materials, tree limbs, mowing, fence repair and installation and similar work performed to create open sites to help with enforcement and safety.
- 1.4 The City will enforce trespass laws pursuant to RCW on properties with appropriate No Trespass signage.
- 1.5 No Camping – City will enforce chapter 12.02 Obstruction, Encroachment of Public Ways as shown in exhibit C.
- 1.6 The City will notify WSDOT of vehicles parked or stored on WSDOT right of way and property covered by this agreement. WSDOT will issue trespass orders for parked or stored vehicles and will remove said vehicles from WSDOT right of way and property. Vehicles on City streets and right of way directly adjacent to WSDOT right of way and property will be addressed by City staff in accordance with current City policies and procedures.
- 1.7 WSDOT will post and maintain “No Trespass” signs on WSDOT owned right of way and property. The sign locations will be agreed upon by both parties and pursuant to WSDOT’s Guidelines to Address Illegal Camping within State Right of Way. If requested by WSDOT the Spokane Police Department will be present during the posting of signage.
- 1.8 WSDOT will maintain all existing barrier infrastructure and other Crime Prevention Through Environmental Design (CPTED) elements including, but not limited to:
 - Fencing
 - Vegetation (unless agreed to alter by both parties).
 - Hard infrastructure not listed as City responsibility below.
- 1.9 WSDOT shall coordinate the appropriate traffic control to ensure safety of laborers, and the traveling public as needed for cleanup work adjacent to active traffic on State Routes.
- 1.10 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).
- 1.11 The City may provide outreach services for the purpose of connecting at-risk populations with critical wrap-around social services and resources for aiding and improving the capability of homeless persons to leave WSDOT right of way and property for safer and more subsistent living conditions.
- 1.12 In conjunction with WSDOT, the City will monitor and clean WSDOT right of way and property based on existing maintenance routes to help ensure homeless

encampments do not form or return. The City will prioritize cleanup sites and efforts based on staffing capacity, time, and equipment availability.

- 1.13 At the request of the City, WSDOT will participate in meetings and develop reclamation plans for any identified homeless sites. During these meetings, WSDOT and the City will agree on work to be performed to reduce accessibility and use of WSDOT right of way and property.
- 1.14 The effective date of this agreement is the date this agreement is signed by both Parties with a termination date of June 30, 2027, or before if available funding is fully expended.

2. Payment

- 2.1 WSDOT in consideration of the faithful performance of the work to be done by the City, in accordance with this Agreement will reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed Four Hundred Forty-Five Thousand Dollars (\$445,000).
- 2.2 Partial payments shall be made by WSDOT, upon request of the City, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.3 The City agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.
- 2.4 Invoices and Payment
The City shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each invoice shall include the following items:
 - Agreement number and title.
 - Invoice number.
 - Period covered by the invoice (specific beginning and ending calendar days).
 - Total amount expended to-date against the City's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
 - A brief narrative progress report that addresses progress of the work performed by the City.

2.5 State Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for work performed between July 1 and June 30 of any given year must be submitted to WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the City is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by WSDOT for work performed by the City prior to July 1 must be submitted to the WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The City will thereafter submit any remaining invoices to WSDOT for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to the City late payment fees, interest, or incidental costs incurred by the City or any other costs related to a delayed payment if the City fails to comply with the invoice requirements of this Section.

2.6 WSDOT will review invoices, and associated attachments, and will notify the City of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides the justification and WSDOT approves the cost, the City may resubmit the unallowable/disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

Otherwise, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

3. Dispute Resolution

3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.

3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:

3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the City Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.

3.2.2 If unresolved, the WSDOT and City's project manager listed in section 8.1 shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.

3.2.3 If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relive under this Agreement in a court of law. The Parties agree that they have no right to

relief in a court of law until they have completed the dispute resolution process outlined in this section.

4. Modification

- 4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5. Indemnification and Insurance

- 5.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective 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, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.
- 5.2 The City warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington and agrees to provide acceptable evidence of its self-insured status to WSDOT. The City self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars (\$5,000,000.00) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million \$1,000,000 per occurrence. WSDOT shall be named as an additional insured by endorsement of the commercial general liability coverage provided under the "risk pool" coverage, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. Coverage obtained by County in compliance with the Section shall not be deemed as having relieved County of any liability in excess of such coverage.

In the event the City is not a party to a state approved self-insurance "risk pool", it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance

coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

6. Governing Law and Venue

- 6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston/Spokane Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

7. Independent capacity

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

8. Contacts and Notices

- 8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City Project Manager shall be:

Name: Luis Garcia
 Title: Director, Code Enforcement & Parking Services
 Address: 808 W. Spokane Falls Blvd.
 Spokane, WA 99201
 Phone: 509.625.6850
 Email: lgarcia@spokanecity.org

WSDOT Project Manager shall be:

Name: Kurt Kaufman
 Title: Maintenance Operation Manager
 Address: 2714 N. Mayfair Street
 Spokane, WA 99207
 Phone (509) 324-6583
 Email: kaufmak@wsdot.wa.gov

9. Severability

- 9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10. Termination

- 10.1 Neither WSDOT nor the City may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the City shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

11. No Third-Party Beneficiaries

- 11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this

Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.

12. Audits/Records

- 12.1 All records for the PROJECT in support of all costs incurred shall be maintained by the Parties for a period of six (6) years. The Parties shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.
- 12.2 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.
- 12.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties understand that such records and documents related to this Agreement are subject to public release through state public disclosure requests. The receiving Party will not disclose or make available this material to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

13. Business Days

- 13.1 Business days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

14. Counterparts

- 14.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Spokane	Washington State Department of Transportation
By: <i>Alexander Scott</i>	By: <i>CHARLENE L. KAY</i>
Printed: Alexander Scott	Printed: Charlene Kay
Title: City Administrator	Title: Region Administrator
Date: 10/15/2025	Date: 10/14/2025
Approved as to Form City of Spokane	Approved as to Form Washington State Department of Transportation
By: <i>Elizabeth Schoedel</i>	By: <i>ALEX M. STRAUB</i>
Printed: Elizabeth Schoedel	Printed: Alex Straub
Title: Assistant City Attorney	Title: Assistant Attorney General
Date: 10/14/2025	Date: 10/13/2025

Attest:

Levi K. Hoff

City Clerk



CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE SENATE BILL 5161

Chapter 416, Laws of 2025

(partial veto)

69th Legislature
2025 Regular Session

TRANSPORTATION BUDGET

EFFECTIVE DATE: May 20, 2025—Except for section 723, which takes effect July 27, 2025.

Passed by the Senate April 27, 2025
Yeas 34 Nays 13

DENNY HECK

President of the Senate

Passed by the House April 27, 2025
Yeas 80 Nays 18

LAURIE JINKINS

**Speaker of the House of
Representatives**

Approved May 20, 2025 3:22 PM with
the exception of sections 108(4),
108(6), 205(1), 208(5), 208(11),
208(19), 208(22), and 1009 lines
23-24, which are vetoed.

BOB FERGUSON

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of
the Senate of the State of
Washington, do hereby certify that
the attached is **ENGROSSED
SUBSTITUTE SENATE BILL 5161** as
passed by the Senate and the House
of Representatives on the dates
hereon set forth.

SARAH BANNISTER

Secretary

FILED

May 20, 2025

**Secretary of State
State of Washington**

1	Motor Vehicle Account—Federal Appropriation.	\$7,000,000
2	Move Ahead WA Account—State Appropriation.	\$53,675,000
3	Puget Sound Gateway Facility Account—State	
4	Appropriation.	\$3,402,000
5	RV Account—State Appropriation.	\$1,100,000
6	State Route Number 520 Corridor Account—State	
7	Appropriation.	\$4,726,000
8	Tacoma Narrows Toll Bridge Account—State	
9	Appropriation.	\$1,585,000
10	Alaskan Way Viaduct Replacement Project Account—	
11	State Appropriation.	\$10,752,000
12	Interstate 405 and State Route Number 167 Express	
13	Toll Lanes Account—State Appropriation.	\$2,624,000
14	TOTAL APPROPRIATION.	\$655,954,000

15 The appropriations in this section are subject to the following
16 conditions and limitations:

17 (1) \$5,000,000 of the motor vehicle account—state appropriation
18 is provided solely for a contingency pool for snow and ice removal.
19 The department must notify the office of financial management and the
20 transportation committees of the legislature when they have spent the
21 base budget for snow and ice removal and will begin using the
22 contingency pool funding.

23 (2) \$25,000,000 of the motor vehicle account—state appropriation
24 is provided solely for repair and replacement of traffic barriers
25 including, but not limited to, low-speed concrete barriers, beam
26 guardrails, steel-backed timber guardrails, and other systems
27 necessary to fabricate, construct, and install traffic barriers to
28 improve safety on state highway infrastructures.

29 (3) \$11,500,000 of the motor vehicle account—state appropriation
30 is provided solely for lane striping using the most reflective paint
31 available to maximize the visibility of lane striping, especially at
32 night.

33 (4)(a) \$5,000,000 of the motor vehicle account—state
34 appropriation is provided solely for the department to address the
35 risks to safety and public health associated with homeless
36 encampments on department owned rights-of-way. The department must
37 coordinate and work with local government officials and social
38 service organizations who provide services and direct people to
39 housing alternatives that are not in highway rights-of-way to help

1 prevent future encampments from forming on highway rights-of-way and
 2 may reimburse the organizations doing this outreach assistance who
 3 transition people into treatment or housing or for debris clean up on
 4 highway rights-of-way. Of the amounts provided in this subsection, a
 5 minimum of \$2,000,000 must be used to deliver more frequent removal
 6 of litter on the highway rights-of-way that is generated by
 7 unsheltered people and may be used to hire crews specializing in
 8 collecting and disposing of garbage, clearing debris or hazardous
 9 material, and implementing safety improvements where hazards exist to
 10 the traveling public and department employees. The department may use
 11 these funds to either reimburse local law enforcement costs or the
 12 Washington state patrol if they are providing enhanced safety to
 13 department staff during debris cleanup or during efforts to prevent
 14 future encampments from forming on highway rights-of-way.

15 (b) Beginning November 1, 2025, and semiannually thereafter, the
 16 Washington state patrol and the department of transportation must
 17 jointly submit a report to the governor and the transportation
 18 committees of the legislature on the status of these efforts,
 19 including:

20 (i) A summary of the activities related to addressing
 21 encampments, including information on arrangements with local
 22 governments or other entities related to these activities;

23 (ii) A description of the planned activities in the ensuing two
 24 quarters to further address the emergency hazards and risks along
 25 state highway rights-of-way; and

26 (iii) Recommendations for executive branch or legislative action
 27 to achieve the desired outcome of reduced emergency hazards and risks
 28 along state highway rights-of-way.

29 (5) \$1,000,000 of the motor vehicle account—state appropriation
 30 is provided solely for a partnership program between the department
 31 and the city of Spokane, to be administered in conjunction with
 32 subsection (4) of this section. The program must address the safety
 33 and public health problems created by homeless encampments on the
 34 department's property along state highways within the city limits. Of
 35 the amounts provided in this subsection, \$555,000 is for dedicated
 36 department maintenance staff and associated clean-up costs. The
 37 department and the city of Spokane shall enter into a reimbursable
 38 agreement to cover up to \$445,000 of the city's expenses for clean-up
 39 crews and landfill costs.

CITY OF SPOKANE EXECUTIVE ORDER	EO 2020-00 <u>17</u> LGL 2020-00 <u>08</u>
TITLE: DIRECTIVE OF THE MAYOR REGARDING ADOPTION OF AN ADMINISTRATIVE POLICY	
EFFECTIVE DATE: November <u>13th</u> , 2020 REVISION DATE IF APPLICABLE:	

RECEIVED
NOV 13 2020
CITY CLERK'S OFFICE

Pursuant to the City of Spokane (the "City") Administrative Policy and Procedure Number 0325-18-1, Section 5.2.1, the Mayor hereby issues this Directive:

AUTHORITY:

Section 5.2.1 provides in part as follows:

Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two week period prior to final adoption, *unless* (emphasis added), directed otherwise by the Mayor or City Administrator.

ACTION:

In this instance the undersigned Mayor of the City directs that the Encampment Removal and Cleanup Policy, attached hereto as Exhibit "A", is to become effective immediately upon signature, for the reasons set forth herein.

- 1) The effective date of the application of this Policy is necessary in order to resolve litigation filed in the United States District Court for the Eastern District of Washington captioned David Ham vs. City of Spokane, case No. 2:19-cv-00236-TOR; and
- 2) The potential enforcement of the City Municipal Code provisions that prohibit camping on public lands may create the need for additional camp site clean ups and this policy and procedure will provide rules and guidelines for certain property found in any encampments

Dated this 13 day of November, 2020.


 Mayor Nadine Woodward



Attest:


 City Clerk

Approved as to form:


 City Attorney

Date of Publication: _____

Effective Date: 11/13/2020

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1200-20-01 LGL 2020-0022
TITLE: ENCAMPMENT REMOVAL AND CLEANUP POLICY EFFECTIVE DATE: November 13, 2020 REVISION DATE:	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this policy is to establish criteria and outline procedures for the removal and cleanup of encampments.

The intent of this policy is to promote the interests of public health and safety while also respecting the rights of unsheltered individuals and connecting them with available shelter services. The public health and safety concerns related to encampments have generated innumerable citizen complaints and have prompted city departments to send crews of personnel to clean up garbage and solid waste. The City's efforts have not only been costly, but have brought to light far more than a problem of mere unwanted litter.

Behaviors associated with encampments have resulted in a variety of problems that include, but are not limited to, uncontained fires, damage to trees and landscaping, contaminated hypodermic needles left out on open lands, biohazards such as exposed human waste, damage to critical infrastructure such as bridges and streets, and significant interference with the intended uses of public facilities. Additionally, there have been threats to the health and safety of the campers themselves and to the community.

The City of Spokane intends to address these issues by establishing this Encampment Removal and Cleanup Policy.

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8.0	APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the Spokane Police Department, Parks and Recreation and Neighborhood and Business Services.

3.0 REFERENCES

Washington State Constitution, Article XI, section 11

Spokane City Charter, Article 1 section 3

Spokane Municipal Code - Article VI. Protection of Public Lands and Properties, sections 12.02.1000 through 12.02.1012

Spokane Municipal Code section 12.02.0208

Spokane Municipal Code section 12.02.0737

Spokane Municipal Code section 10.10.026

Spokane Municipal Code section 12.06A.040.H.1

4.0 DEFINITIONS

4.1 Encampment means a site where one or more individuals or groups of persons temporarily reside outdoors.

5.0 POLICY

5.1 It is the policy of the City of Spokane to remove and clean up encampments on public property while respecting the personal property rights of campers.

6.0 PROCEDURE

6.1 REMOVAL AND CLEANUP CRITERIA

A. Any encampment on public property may be designated for removal and cleanup consistent with this policy.

B. The City will prioritize removal if any of the following conditions is observed or reasonably suspected in connection with an encampment:

1. physical threats or violence;
2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking, malicious mischief);
3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 5. any other substantial threat to public health or safety;
 6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 7. significant amounts of trash;
 8. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);
 9. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
- C. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal should be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras.
- D. In addition to documentation with regard to the aforementioned conditions, the police officer or other person responsible for documentation should include a statement whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

6.2 REMOVAL AND CLEANUP PROCEDURES

A. Unoccupied Encampments – Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

1. Contents of Notice

The written notice will provide at least the following notifications:

- a. Campers must remove all their belongings from the site within 48 hours.
 - b. Campers should not leave behind any items they want to keep.
 - c. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
 - d. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
 - e. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
 - f. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
 - g. Basic contact information for campers seeking shelters or social services.
2. Cleanup - After 48 hours, the City will clean up the site within a reasonable period of time.
- a. Any campers who are present at that time will be directed to remove their belongings from the site.

- i. Items that a camper leaves behind will be deemed abandoned.
 - ii. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 - i. presence of one or more hypodermic needles (especially if uncapped);
 - ii. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 - iii. a tent or space that is soaked in liquid or mud;
 - iv. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 - i. circumstances indicate that the item belongs to a person;
 - ii. the item has apparent utility in its current condition and circumstances; and
 - iii. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:

- i. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
- ii. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
- iii. practically un-storable, due to large size, weight, or other similar characteristic;
- iv. contraband or stolen;
- v. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.

e. Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.

3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.

4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.

- a. Items that a camper leaves behind will be deemed abandoned.
 - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Other Expedited Removals

1. The following types of encampments are subject to expedited removal even if the encampment is unoccupied:
 - a. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 - b. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 - c. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 - d. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 - e. An encampment that appears to have been entirely abandoned (e.g., no persons present and no indication anyone is likely to return for remaining items).
2. In an expedited removal, the notice specified in Section (A)(1) is not required. The City will otherwise follow the same clean-up procedures specified in this policy.

6.3 No part of this Encampment Removal and Cleanup Policy is intended to create any private or other cause of action.

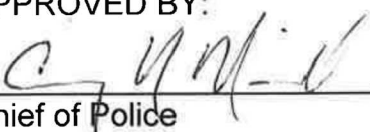
7.0 RESPONSIBILITIES

7.1 Departments are required to coordinate efforts to comply with this policy.

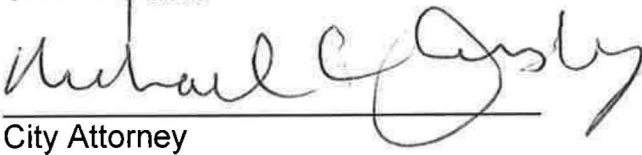
8.0 APPENDICES

Not applicable.

APPROVED BY:



Chief of Police



City Attorney



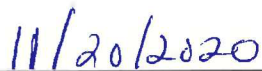
Director of Parks and Recreation



Director of Community and Economic Development



City Administrator (Interim)



Date



City of Spokane

Camp Removals – Property Storage

Commonly Encountered Items

In the course of responding to reports of illegal camping on public land in the City of Spokane, items are encountered and determinations must be made on site whether to discard or store items. This list is not intended to be all-inclusive and determinations will be made in accordance with the City's Encampment Policy, in good faith and in the interest of the safety of city employees, the personal property rights of campers, and the general health and welfare of the public and its infrastructure. For more information, see the City's Encampment Removal and Cleanup Policy.

Items commonly encountered that will be stored unless in a disqualifying condition (broken, not safely accessible, unsanitary, impractical to store, contraband, or clearly abandoned):

- Items of obvious value (such as intact personal electronics, jewelry, debit/credit cards)
- Legal documents and identification cards
- Intact medical equipment (including prosthetics, wheelchairs, canes, eye glasses)
- Suitcases, backpacks, and other personal bags
- Clothing and bedding
- Tents
- Intact and undamaged bicycles, scooters, and other personal transportation implements
- Tools and cooking equipment

Items encountered that, in the City's experience, commonly are abandoned and presumptively will not be stored:

- Scrap materials, such as lumber, pallets, tarps, plastic, and tires
- Parts of physical structures
- Couches and mattresses



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 05/19/2025

CITY OF SPOKANE



Agenda Sheet for City Council:

Committee: Finance & Administration

Committee Agenda type: Discussion

Council Meeting Date: 05/19/2025

Submitting Dept: CITY COUNCIL

Contact Name/Phone: MICHAEL 625-6257

Contact E-Mail: MCATHCART@SPOKANECITY.ORG

Agenda Item Type: First Reading Ordinance

Council Sponsor(s): MCATHCART JBINGLE

Sponsoring at Administrators Request: NO

Lease? NOGrant Related? NOPublic Works? NO

Agenda Item Name: 0320-ORDINANCE REINSTATING PROPOSITION 1

Date Rec'd: 4/18/2025

Clerk's File #: ORD C36679

Cross Ref #:

Project #:

Bid #:

Requisition #:

Agenda Wording

Ordinance reinstating the provisions of Proposition 1

Summary (Background)

Proposition 1, expanding the prohibitions on camping on public property to within 1000 feet of schools, parks, and child care centers, was adopted by the voters in 2023, receiving nearly 75% of the votes cast. Proposition 1 was recently overturned by the Washington Supreme Court in Jewels Helping Hands v. Hansen, which held the citizen initiative measure was an improper adoption of an "administrative" matter and not a proper subject for an initiative. The City Council is not limited by the court's holding, and this ordinance would reinstate the provisions of Proposition 1.

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

June 2, 2025
AND FURTHER ACTION WAS DEFERRED
Kim Hjorts
CITY CLERK

PASSED BY
SPOKANE CITY COUNCIL:

June 30, 2025
Kim Hjorts
CITY CLERK

What impacts would the proposal have on historically excluded communities?

Unclear. Spokane police indicated in the past that it did have, or use, resources to enforce Proposition 1, and the actual number of citations based on the provisions of Proposition 1 is still being assessed.

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

See above. It is not known what data is publicly available.

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

See above. It is not known what data is publicly available.

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

This ordinance reinstates a provision of SMC 12.02.1010 that was approved by 75% of the voters.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The City Council adopted a biennial budget that includes appropriations for general enforcement of City laws by relevant departments.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals****Dept Head****Division Director****Accounting Manager** BUSTOS, KIM**Legal** SCHOEDEL, ELIZABETH**For the Mayor****Distribution List**

ORDINANCE C36679

An ordinance regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010, 10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.1009 of the Spokane Municipal Code.

WHEREAS, feedback from roundtables, service providers, law enforcement, business leaders, property owners, and neighborhood leaders indicates that the current patchwork of public property ordinances lacks clarity and is inadequate in addressing the underlying causes of the conduct; and

WHEREAS, Spokane Police Officers need a straightforward tool with a clear standard for engaging, educating, and helping navigate individuals camping or obstructing access to public property to appropriate resources through an engagement-first and enforcement-second model; and

WHEREAS, prosecutors, defenders, and judges need clear standards to hold individuals accountable while protecting the rights of individuals subject to enforcement; and

WHEREAS, the City of Spokane has a responsibility to uphold the intent of voters while implementing ordinances that are not only clear and an effective tool for law enforcement, but also prioritize connecting individuals subject to enforcement with proven, evidence-based solutions; and

WHEREAS, in June of 2024, the U.S. Supreme Court issued its decision in City of Grants Pass v. Johnson, resulting in the ruling that local governments imposing civil and criminal penalties for camping on public land do not violate the Eighth Amendment and emphasizing the need for local governments to have flexibility in their response to homelessness; and

WHEREAS, regardless of the Grants Pass ruling, the City continues its efforts to assist those living unhoused within the community achieve temporary and permanent housing solutions; and

WHEREAS, the City is adopting this ordinance to evolve its approach to engage individuals camping or obstructing access to public properties with navigation to emergency shelter or permanent housing solutions, or other resources; and

WHEREAS, the City intends to establish constitutionally sound laws and regulations with clear standards for conduct on public property that are applicable citywide and with respect to all persons; and

WHEREAS, the City of Spokane does not conduct indiscriminate sweeps of camp sites rather determines if an active camp site requires integrated outreach according to the following guidelines and criteria prior to removal; and

WHEREAS, the City Council expects a thorough review of the implementation of this ordinance and expects to receive a report and briefing from administration staff at the Public Safety and Community Health Committee following ninety (90) days of implementation; and

WHEREAS, the decision of the Washington Supreme Court invalidating Proposition 1 provides an additional opportunity to consolidate and clarify the City's laws with respect to unlawful camping and use of public property; and

WHEREAS, the recent decision of the Washington Supreme Court invalidating Proposition 1 provides an additional opportunity to consolidate and clarify the City's laws with respect to unlawful camping and use of public property; and

WHEREAS, the City of Spokane seeks to streamline the Spokane Municipal Code while preserving the principles of existing laws regarding Pedestrian or Vehicular Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.1011);

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.60.010 of the Spokane Municipal Code is repealed.

Section 2. That Section 10.60.020 of the Spokane Municipal Code is repealed.

Section 3. That there is adopted a new Section 12.02.1001 of the Spokane Municipal Code to read as follows:

Section 12.02.1001 Definitions

Term	Definition
Camp	Camp means to: 1. pitch, erect, occupy, or utilize camp equipment for the purposes of creating an outdoor accommodation for overnight shelter; or 2. to use a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes, or for the purpose of remaining overnight.
Camp Equipment	Camp Equipment includes but is not limited to tents, huts, temporary shelters, campers, recreational vehicles, trailers, tarpaulins, cots, beds, sleeping bags,

	hammocks, cooking facilities, or similar equipment.
Compliance	Compliance means to take substantial affirmative action to cease knowingly obstructing access to or use of public property.
Encampment	Encampment means a site on public property where one or more individuals or groups of persons temporarily reside outdoors with camp equipment; whether or not occupied.
First Responder	First Responders mean firefighters, law enforcement officers, and emergency medical personnel, as licensed or certificated by the State of Washington.
Knowingly Obstruct	Knowingly Obstruct means to: 1. Walk, stand, sit, lie, or place an object in such a manner as to impede the free passage of a person or vehicle or to require another person or a driver of a vehicle to take action to avoid physical contact; or 2. Camp in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit.
Park or Park Facility	Park or Park Facility means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands, conservation lands, and natural areas, shall be considered to be a "park facility" for purposes of this chapter.
Public Property	Public Property means any City-owned property including but not limited to parks or park facilities, libraries, riverbanks, waterways, conservation areas, natural areas, rights of way, easements,

	buildings, bridges, or other land or physical structures owned or managed by the City.
Right-of-Way	Right-of-Way means any street, avenue, boulevard, highway, sidewalk, alley, passageway, viaduct, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

Section 4. That Section 12.02.1002 of the Spokane Municipal Code is repealed.

Section 5. That there is adopted a new Section 12.02.1007 of the Spokane Municipal Code to read as follows:

Section 12.02.1007 Obstructing Access to or Use of Public Property

- A. A person shall not knowingly obstruct access to or use of any portion of public property unless authorized by a local or state emergency declaration or pursuant to a permit.
- B. A person shall not camp in or upon any portion of public property unless authorized by a local or state emergency declaration or pursuant to a permit.
- C. The following shall not be considered camping or knowingly obstructing access to and use of public property if:
 - 1. Committing such acts as a valid exercise of one's constitutional rights, which incidentally obstruct access to and use of public property to exercise that right;
 - 2. Summoning aid for an emergency;
 - 3. Obstructing access as a result of a sensory, mental, or physical disability;
 - 4. Obstructing access as a result of using a wheelchair, walker, or similar device;
 - 5. Operating or patronizing a licensed and permitted commercial establishment conducted on public property, or waiting in a line to purchase tickets or attend a performance or public event, or to gain entry to a business or non-profit adjacent to public property;
 - 6. Participating in or attending a parade, festival, block party, performance, rally, demonstration, athletic event, meeting, or similar event conducted on public property pursuant to a special event or other applicable permit; or
 - 7. Resting while waiting for transportation or resting on a chair, bench, parklet, sidewalk café, or streatory supplied by a public agency or by the abutting

private property owner or lessee for that purpose pursuant to a permit or license.

- D. A violation of this section is a misdemeanor.
- E. A person who complies after being notified by a Spokane Police Officer that their conduct violates this section shall not be subject to enforcement under this section. A person who initially complies but subsequently violates this section during the same law enforcement interaction may be subject to enforcement.
- F. A person engaged by a Spokane Police Officer for conduct in violation of this section, who is offered and accepts from a first responder or City-designated outreach provider, navigation and relocation assistance to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility shall not be subject to enforcement under this section.
- G. A person seeking additional time or assistance in complying with this section shall be accommodated to the extent practicable.
- H. It is the intent of the City that a person subject to enforcement under this section be referred to a therapeutic court.

Section 6. That there is adopted a new Section 12.02.1009 of the Spokane Municipal Code to read as follows:

Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention

Prior to the removal of any encampment:

- A. A notice shall be posted prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.
- B. Notice requirements pursuant to SMC 12.02.1009(A) shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents an immediate threat and/or an unreasonable risk of harm to life, public health, or safety, or public property which shall include, but is not limited to:
 - 1. physical threats or violence.
 - 2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);

3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
5. any other substantial threat to public health or safety;
6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
7. significant amounts of trash;
8. any knowing obstruction of access to or use of any portion of public property, or any camping in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit as set forth in SMC 12.02.1007 A and B;
9. occupation of an area in which the public is not allowed to be present during the times camping is occurring; or
10. directly adjacent to streets and moving vehicles.

C. The City shall prioritize and expedite the outreach efforts for navigation and relocation assistance to services or removal for any unauthorized encampment within 1000 feet of schools, parks, day care centers or childcare facilities, and emergency shelters.

D. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section.

Section 7. That Section 12.02.1010 of the Spokane Municipal Code is repealed.

Section 8. That Section 12.02.1011 of the Spokane Municipal Code is repealed.

Section 9. The provisions of this ordinance shall only be enforceable on property or facilities under the jurisdiction of the Spokane Park Board or the Spokane Public Library Board of Trustees upon adoption by resolution by their respective boards.

Section 10. 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

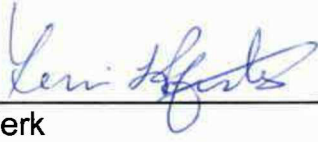
validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 11. 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 June 30, 2025

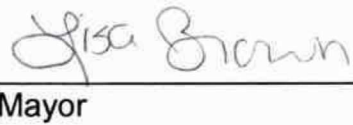

Council President

Attest:


City Clerk

Approved as to form:


City Attorney


Mayor

July 7, 2025
Date

8/6/2025
Effective Date



Certificate Of Completion

Envelope Id: 8D77EEFC-148A-4A3E-9FA4-53C311C54BCF

Status: Completed

Subject: OPR 2025-0615 - CONTRACT - WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

Source Envelope:

Document Pages: 34

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

10/7/2025 1:59:59 PM

drose@spokanecity.org

Signer Events

Signature

Timestamp

Terri L. Pfister

Sent: 10/10/2025 1:34:43 PM

tpfister@spokanecity.org

Viewed: 10/10/2025 4:55:06 PM

City Clerk

Signed: 10/10/2025 4:55:24 PM

City of Spokane

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Not Offered via Docusign

ALEX M. STRAUB

Sent: 10/10/2025 4:55:28 PM

alex.straub@atg.wa.gov

Viewed: 10/13/2025 7:40:49 AM

Asst Atty Gen

Signed: 10/13/2025 7:46:18 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 152.113.250.50

Electronic Record and Signature Disclosure:

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CHARLENE I. KAY

Sent: 10/13/2025 7:46:22 AM

charlene.kay@wsdot.wa.gov

Resent: 10/13/2025 8:16:37 AM

Regional Administrator

Viewed: 10/13/2025 1:21:11 PM

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

Using IP Address: 198.238.213.149

Electronic Record and Signature Disclosure:

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ID: 0657f676-72cc-4711-9f93-2b29f9957300

Elizabeth Schoedel

Sent: 10/14/2025 12:28:05 PM

eschoedel@spokanecity.org

Viewed: 10/14/2025 10:59:16 PM

Assistant City Attorney - approved as to form only

Signed: 10/14/2025 10:59:27 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 10/14/2025 10:59:16 PM

ID: 75340335-d764-4fa3-a09c-ae7fc57f355

Signer Events	Signature	Timestamp
Alexander Scott ascott@spokanecity.org City Administrator Security Level: Email, Account Authentication (None)	<i>Alexander Scott</i> Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252 Signed using mobile	Sent: 10/14/2025 10:59:31 PM Viewed: 10/15/2025 8:36:20 AM Signed: 10/15/2025 8:36:35 AM

Electronic Record and Signature Disclosure:
Accepted: 10/15/2025 8:36:20 AM
ID: 1fc63a8f-4030-4053-aa78-46288ca6bb1d

Terri L. Pfister
tpfister@spokanecity.org
City Clerk
City of Spokane
Security Level: Email, Account Authentication (None)

Terri L. Pfister



Signature Adoption: Uploaded Signature Image
Using IP Address: 198.1.39.252

Sent: 10/15/2025 8:36:39 AM
Viewed: 10/15/2025 9:50:41 AM
Signed: 10/15/2025 9:50:53 AM

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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/15/2025 9:50:41 AM
Signing Complete	Security Checked	10/15/2025 9:50:53 AM
Completed	Security Checked	10/15/2025 9:50:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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