

**SPECIAL MEETING NOTICE/AGENDA OF THE
SPOKANE CITY COUNCIL**

**MEETING OF THURSDAY, DECEMBER 14, 2023
12:20 P.M.**

A special meeting of the Spokane City Council will be held at **12:20 p.m. on Thursday, December 14, 2023**, in City Council Chambers – Lower Level, City Hall, 808 W. Spokane Falls Blvd., Spokane, Washington. The purpose of the special meeting is to hold a Special Legislative Session to consider the agreements, resolutions, and ordinances listed below.

Public Testimony will be taken at the Special Legislative Session and is anticipated to be limited to one minute per person for each agenda item. Members of the public can sign up to testify between 11:00 a.m. – 12:00 p.m. outside of Council Chambers or online at <https://forms.gle/rFKk4Z5Yk13gsQ668>.

The public is encouraged to attend in person, or to tune in at my.spokanecity.org/citycable5/live or www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388; access code 2481 055 7811.

Executive Session

At any time during or after the study session or Special Legislative Session, the City Council may choose to adjourn into Executive Session for the purpose of discussing privileged legal matters. This portion of the meeting would be closed to the public pursuant to RCW 42.30.110.

SPECIAL LEGISLATIVE SESSION

Roll Call

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

Request motion to substitute the following item with an updated revised version received December 12, 2023 (OPR 2023-0017):

- | | | | |
|----|---|---------|---------------|
| 1. | Agreement Amendment B with The Salvation Army (Spokane) for shelter operations at the Trent Resource and Assistance Center from December 18 <u>November 1</u> , 2023, through April 30, 2024— \$3,930,000 <u>\$3,730,000</u> . (Deferred from December 4, 2023, City Council Meeting) | Approve | OPR 2023-0017 |
| 2. | Agreement Amendment A with Revive Counseling Spokane, PLLC, for shelter services from January 1, 2024, through April 30, 2024—\$100,000. | Approve | OPR 2023-0764 |

3. Updated Service Contract with Clean Energy dba Clean Energy Corp. (Newport Beach, CA) for operation and maintenance services for CNG site on an as-needed basis from October 1, 2023, through September 30, 2024, with four additional one-year extensions—\$250,000. (Previously approved as part of the adoption of Resolution 2023-0093) Approve OPR 2023-1095

LEGISLATIVE AGENDA

EMERGENCY ORDINANCES

(Requires Five Affirmative, Recorded Roll Call Votes)

- ORD C36480 **(Compromise Version)** Amending Ordinance C36389 submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII, repealing sections 59 and 60 of the Spokane City Charter, and declaring an emergency. (Relates to Resolution 2023-0106 and Resolution 2023-0109) (Will need to be read in full if considered)
- ORD C36481 An interim zoning ordinance relating to housing development regulations; adopting a new Chapter 17.410 SMC, Interim Housing Regulations for Maximum Unit Counts; establishing a work program; setting an effective date; and declaring an emergency. (Will need to be read in full if considered)

RESOLUTIONS

(Requires Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0106 **(Original Version)** Rescinding prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Clerk to revise the proposition referred to the February 13, 2024, ballot and calling for creation of a City Charter Review Committee. (Deferred from December 4, 2023, as originally proposed)

Request motion to amend Resolution 2023-0106 to the following item with an updated revised version received December 12, 2023:

- RES 2023-0106 **(Substitute Version 1)** Amending Rescinding prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Auditor Clerk to remove the proposition from the February 13, 2024, ballot, and calling for creation of a City Charter Review Committee. (Appeared

as a proposed substitute version in December 4, 2023, Current Packet)

Request motion to amend Resolution 2023-0106 to the following item with an updated revised version received December 12, 2023:

- RES 2023-0106 **(Substitute Version 2)** Amending ~~Rescinding~~ prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Auditor Clerk to revise the proposition referred to the February 13, 2024, ballot. (Relates to Resolution 2023-0109 and Ordinance C36480) (Compromise Version—will need to be read in full if considered)
- RES 2023-0109 Appointing for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process. (Relates to Resolution 2023-0106 and Ordinance C36480) (Compromise Version—will need to be read in full if considered)
- RES 2023-0110 Amending Resolution 2023-0043 and updating the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process. (Will need to be read in full if considered)

ADJOURNMENT

The City Council's regularly scheduled meetings for December 18 and 25 (Christmas holiday), 2023, and January 1, 2024, (New Years holiday) are 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd,

Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



Betsy Wilkerson
Council President

Terri L. Pfister

Terri L. Pfister
Spokane City Clerk

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Community Housing and Human Services (CHHS)
Contact Name	Kim McCollim
Contact Email & Phone	kmccollim@spokanecity.org ; x6443
Council Sponsor(s)	TBD – recommend CMs Karen Stratton, Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	TRAC winter extension and warming center amendment
Summary (Background)	<p>Extension amendment for TRAC and Salvation Army, month by month, for four months (January – April 2024). The purpose is to ensure uninterrupted emergency shelter services through winter and allow for a new transition plan to be created in 1Q 2024 that includes wind-down and transition scope and costs.</p> <p>This amendment includes \$750,000 per a month for January, February, March, and April 2024. Funding is limited to a monthly basis and capped at \$750,000 per a month for a total contract award of \$3,000,000.</p> <p>This amendment also includes a cost increase for TRAC and Salvation Army, including the use of TRAC as a 2023 safe air and warming center in 2023, in the amount of \$730,000. These costs were not in the original November 2022 contract and will increase this contract for the second time. This increase will raise the contract from \$9,140,586 over a 14-month period to \$9,870,586 over that same time period. This is an average monthly cost of \$705,042 per a month over 14 months. The purpose is to ensure uninterrupted emergency shelter services through December 2023. The 2023 dollars are already planned/available (not a new dollar request) and just need to be added to the existing contract. This request sill keeps the estimated monthly cost at \$705,042.</p> <p>Breakdown of the funding is described below:</p> <p>2023 Funding:</p> <ul style="list-style-type: none"> • \$350,000 Criminal Justice • \$380,000 Local Dollars <p>\$730,000 for 2023 Increase.</p> <p>2024 Funding:</p> <ul style="list-style-type: none"> • \$892,263 Commerce Inflationary Fund • \$2,107,737 ARPA <p>\$3,000,000 for 4 months of 2024</p> <p>Total Contract increase 3,730,000</p>
Proposed Council Action	Approve amendment for limited extension
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>

Funding Source One-time Recurring
Specify funding source: [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?
This is a continuation of services that support our most vulnerable populations.

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?
CMIS is the system of record for local, State, and Federal reporting.

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

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 has prioritized homeless sheltering services especially during times of extreme weather.



City of Spokane
AGREEMENT AMENDMENT B
Title: TRAC Shelter Amendment

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **The Salvation Army**, whose address is 222 E Indiana Ave, Spokane, WA 99207 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Trent Resource and Assistance Center (TRAC); and

WHEREAS, an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Criminal Justice and Local Funding, Commerce Inflationary Funding and ARPA; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 9, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. PERIOD OF PERFORMANCE.

This Agreement Amendment shall become effective on November 1, 2023 and will go through April 30, 2024. April 2024 will serve as a transition month in provider and/or service levels. Nothing in this section shall be deemed to prohibit the City from terminating the Agreement prior to April 30, 2024 pursuant to Section 10 of this original Agreement.

3. Amendment

Section No. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **THREE MILLION SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$3,730,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWELVE MILLION EIGHT HUNDRED SEVENTY THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$12,870,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

Attachment B – SERVICES TO BE PERFORMED, SECTION 1.b.1. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to three hundred and fifty adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.

<u>Category</u>	<u>Amount</u>
SHELTER OPERATIONS 2022	\$1,097,322.00
SHELTER OPERATIONS 2023	\$4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$3,500,000.00
SHELTER OPERATIONS AMENDMENT B	\$3,730,000.00
TOTAL	\$12,870,586

SHELTER OPERATIONS AMENDMENT C SPENDING ALLOWABILITY PER MONTH

January 2024	\$750,000
February 2024	\$750,000
March 2024	\$750,000
April 2024	\$750,000
Total	\$3,000,000

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

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

ATTACHMENT 1

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Community Housing and Human Services (CHHS)
Contact Name	Kim McCollim
Contact Email & Phone	kmccollim@spokanecity.org ; x6443
Council Sponsor(s)	Council President Wilkerson; Council Member Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	TRAC Revive Cost Extension for 2024 (4 month)
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This is a cost and time extension for Revive at the TRAC shelter. This, month to month, four-month extension is to match the proposed operator’s extension for 2024. This will help ensure uninterrupted services to vulnerable populations served at TRAC, and give the City the needed time to develop the full 2024 transition plan for TRAC at the beginning of 2024.</p> <p>This cost and time increase is for \$100,000 and four additional months, ending April 2024. The plan is to add \$100,000 additional dollars to the already existing Revive contract that is deemed to end December 31, 2023. Currently revive has around \$360,000 remaining on their contract with bills for November and December still to be paid out. Revive has stated they will need around \$250,000 of this funding through the end of the year. This will leave approximately \$100,000 on their existing contract. Keeping this \$100,000 and adding in an additional \$100,000 will get Revive to the needed \$200,000 for 2024. In 2024, Revive will be allowed, and capped at \$50,000 per a month for each month, consisting of January, February, March, and April of 2024. Any funding on the contract on January 1, 2024 that is in excess of \$200,000 will be released, and the full total value of the contract will be \$200,000 for 2024. Lastly, if a new operator is determined prior to April 2024, this contract can be terminated early as each month is a stand-alone set amount.</p> <p>2023 Funding Increase:</p> <p>\$0 Increase for 2023.</p> <p>2024 Funding Increase:</p> <ul style="list-style-type: none"> • \$100,000 Either Local Dollars or ARPA Funding <p>\$100,000 Increase for 2024.</p> <p>Total Contract increase of \$100,000. Total Contract Cost 2023: \$1,669,211.</p>
Proposed Council Action	Approve cost and time extension amendment
Fiscal Impact Total Cost: _Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	

Specify funding source: Funding source will be determined in January 2024, but will either be CHHS General Fund Dollars or ARPA funding that has been targeted for the TRAC Shelter in 2024. The reason for determination in January is to determine how much funding was carried over from the 2023 funded amount, and thus affects the needed amount to reach the target total contract amount.

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?
This is a continuation of services that support our most vulnerable populations.

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?

CMIS is the system of record for local, State, and Federal reporting

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

CMIS

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 has prioritized homeless sheltering services and this will allow for those services to continue uninterrupted during this time.



City of Spokane
AGREEMENT AMENDMENT A
Title: Shelter Services Provider (Trent)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Revive Counseling Spokane, PLLC**, whose address is 901 N Monroe Street, Suite 200, Spokane, WA 99201 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Shelter Services Provider (TRAC) Program; and

WHEREAS, an Agreement Amendment is now being memorialized for this Program in this Amendment; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project; and

WHEREAS, additional funding has been made available under the American Rescue Act and Local Dollars; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated October 21, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on January 1, 2024 and shall run through April 30, 2024.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **ONE MILLION SIX HUNDRED SEVENTY THOUSAND TWO HUNDRED ELEVEN AND NO/100 DOLLARS (\$1,670,211.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in ATTACHMENT D {page 27} of the original Agreement):

ATTACHMENT 1

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Clean Energy Updated Service Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A sole source Resolution and Service Contract was approved in October with Clean Energy Corp. for the preventative repair and maintenance of the City's CNG site. Clean Energy identified some minor items they would like changed or added to the contract. Fleet is seeking approval for the updated Contract and Exhibit.
Proposed Council Action	Approve Updated Contract
Fiscal Impact	
Total Cost: <u>\$0</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: None	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact Identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	



CITY OF SPOKANE
PURCHASED SERVICE CONTRACT
Title: **OPERATION AND MAINTENANCE
SERVICES FOR CNG SITE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CLEAN ENERGY dba CLEAN ENERGY CORP.** in Washington, whose address is 4675 MacArthur Court, Suite 800, Newport Beach, California 92660 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

For the City’s CNG station location at 915 North Nelson Street, Spokane, Washington 99202 (the “Station”), the Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Sole Source Resolution, RES 2023-0093, which is included as the first page of this document, and in accordance with Contractor’s September 15, 2023 Proposal, which is attached as Exhibit B (collectively, along with this City Purchased Service Contract the “Contract Documents”). In the event of a conflict or discrepancy in the Contract Documents, this City Purchased Service Contract (the “Contract”) controls.

Contractor must submit a record of work performed to include labor, hours, and parts to the City within 72 hours of completion.

2. TERM OF CONTRACT.

The term of this Contract begins on October 1, 2023, and shall run through September 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be extended by written agreement of the parties not to exceed four (4) additional one year contract periods.

3. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, not including sales tax if applicable, in accordance with Contractor’s rate structure , as set forth in Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fleet Services, Administration Office, 915 North Nelson Street, Spokane, Washington 99202. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every reasonable effort to settle the disputed amount.

The City agrees that it shall consume at least 20,000 Diesel Gallon Equivalents (DGEs) of CNG from the Station during each month for the term of this Contract, and in the event the City does not consume 20,000 DGEs of CNG from the Station during a given month, the City shall be charged for 20,000 DGEs. For example, using the applicable fee rate set forth in Exhibit B, if the City consumes less than 20,000 DGEs from the Station during a given month during the first year of the term of this Contract (i.e., prior to any CPI annual increases) the City shall be charged 20,000 x \$0.48 plus applicable taxes.

In the event that the City fails to make payments in a timely manner. Contractor may suspend any and all services provided under this Contract, until such time as the City brings payments current. Any costs related to repairs, replacements, or rebuilds due to Station damage caused by the City's negligence or willful misconduct shall be billed to the City at Contractor's then-existing time and materials rates.

5. WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

8. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

10. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

C. The City will be responsible for all taxes that are determined by reference to the price of the services or parts provided by Contractor unless the City has presented Contractor with a valid exemption certificate prior to the rendering of such services or delivery of the parts.

11. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. AUDIT.

The Contractor and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

15. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and

requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

19. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time

the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

I. **Force Majeure:** If either party is prevented from or delayed in performing its duties under this Contract by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, interruptions in utility services, the cessation of providing necessary products or services to Contractor by any supplier to Contractor, labor disputes, catastrophic equipment failures due to extraordinary events beyond the control of Contractor, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from, any payment obligations hereunder. Any costs related to repairs, replacements, or rebuilds due to Station damage from a Force Majeure event shall be billed to the City at Contractor's then-existing time and materials rates.

J. **Warranty:** Contractor has expertise in CNG station maintenance and shall perform the operation and maintenance services in accordance with all applicable laws and shall at all times during the performance of the services remain in material compliance with all rules and regulations, if any, applicable to the Station. This warranty shall survive the expiration or termination of this Contract for a period of one (1) month from such expiration or termination. THE WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

K. **Remote Monitoring System:** Any remote monitoring system installed by Contractor at the Station shall remain the property of Contractor, and Contractor reserves the right to remove such remote monitoring system upon the expiration or termination of this Contract.

L. **Cost of Electricity and Natural Gas Commodity:** Contractor's rate structure set forth in Exhibit B does not include the cost of electricity or the cost of the natural gas commodity. The City remains responsible for payment of those costs.

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

CLEAN ENERGY dba CLEAN ENERGY CORP.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Exhibit A – Certification Regarding Debarment
- Exhibit B - Contractor's September 15, 2023 Proposal
- Certification of Compliance with Wage Payment Statutes

23-214a

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (INSERT DATE), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner*



September 15, 2023

Richard Giddings
Fleet Services Director
City of Spokane
915 North Nelson
Spokane, WA 99202

Re: CNG Fueling Station Operations & Maintenance (O&M) Contract Renewal - Biweekly

Dear Mr. Giddings,

Clean Energy appreciates the opportunity to continue serving as the City of Spokane's CNG maintenance provider. Our comprehensive O&M program ensures all CNG equipment operates within OEM specifications, and City employees have a safe, reliable fueling operation.

The O&M program provides bi-weekly inspections, 24/7 customer support line and an onsite emergency response time within 12 hours. All recommended maintenance and repairs, including parts and labor, remote monitoring, and emergency callouts are included. The City is only responsible for damage caused by its own negligence and weekly checks in between Clean Energy site inspections. Weekly checks to be determined following the completion of Site Operations Awareness Training.

As you know, The City's current rate structure is \$0.625 per Diesel Gallon Equivalent (DGE) with weekly service. Over the past 12 months, the station has dispensed approximately 27,444 DGEs per month. The addition of 13 trucks is expected to increase this monthly usage to approximately 35,000 DGEs per month. Below is a revised cost structure assuming two (2) preventative maintenance visits per month.

Operations & Maintenance Cost Structure	
Monthly Volume* (DGE)	O&M Fee** (DGE)
20,000 - 35,000	\$0.48
35,001 – 50,000	\$0.43
>50,001	\$0.38

**Minimal volume commitment of 20,000 DGEs*

***O&M fee subject to annual CPI increase and does not include cost of electricity, cost of natural gas commodity or taxes.*

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com



Please advise if the City accepts this increased rate structure for a period of 1 year with four (4) single year options. If you have any questions regarding this proposal, I can be reached at (480) 340-4039 or michael.haag@cleanenergyfuels.com

Clean Energy looks forward to continuing to service the City's station. Thank you in advance for your consideration.

Sincerely,

Mike Haag

Mike Haag
Account Manager, Western Region

Encl. IMW CLNE Agreement – Jul 2022

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com

Clean Energy Compression
Unit #610 - 44688 South Sumas Road
Chilliwack, BC, Canada V2R 5M3



11 July, 2022

To whom it concerns,

IMW Industries Ltd. (dba Clean Energy Compression) (IMW) has engaged Clean Energy (CE) as the exclusive provider of sales, distribution, commissioning and service of all vehicle transportation products in the United States of America and Canada.

Regards,

A handwritten signature in blue ink, appearing to read "Colm", is written above a horizontal line.

Colm Murphy
General Manager

ORDINANCE NO. C-36480

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.

WHEREAS, RCW 29A.76.010 provides in part that the City is responsible to periodically redistrict its election districts based on population data from the most recent federal decennial census; and

WHEREAS, pursuant to RCW 29A.76.010(3)(b) the City must prepare, by November 15 of each year ending in one, a plan for redistricting its districts consistent with the criteria set forth in RCW 29A.76.010(4); and

WHEREAS, RCW 29A.92.050(3) of the Washington Voter Rights Acts further regulates the formation of legislative districts, and

WHEREAS, pursuant to Section 60 of the City Charter, a decennial districting board is established during the year of state and federal redistricting to accomplish city council redistricting; and

WHEREAS, the People of Spokane wish to avoid unnecessary ambiguities in the current City Charter provisions that regulate the redistricting process in the City of Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article VII, Section 59, of the City Charter of the City of Spokane is hereby repealed.

Section 2. That Article VII, Section 60, of the City Charter of the City of Spokane is hereby repealed.

Section 3. That Article VII of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

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Article VII, Section 62 - Citizen Led Council Redistricting

A decennial districting commission comprised of seven commissioners shall be appointed no later than May 1 in the year of county, state and federal redistricting to accomplish city council redistricting.

A. Membership Appointments

The ~~Office of the City Clerk, on behalf of the City, through the Community Assembly,~~ shall solicit candidates for the districting commission. The ~~City Clerk, in consultation with the City Attorney~~ Community Assembly shall confirm that interested candidates are qualified for membership on the districting commission as described in Section B and not otherwise prohibited from serving as members under Section C.

The ~~City Clerk~~ Community Assembly shall publish a list of all applicants for the districting commission and deliver a list of qualified candidates to the Mayor and City Council, including in the list are the City Council districts in which each candidate lives and information confirming qualification for membership. ~~All Community Assembly proceedings regarding interested candidates shall be open to the public and must meet the requirements of Section E2.~~

1. From the pool of qualified candidates, the Mayor shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to City Council approval.
2. From the pool of qualified candidates, the City Council, by majority vote, shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to Mayoral veto.
3. No later than 30 days following the final appointment to the districting commission, the six (6) appointed members shall select by affirmative majority plus one vote, a seventh non-voting member who will act as chairperson and preside over meetings of the districting commission.
4. If no chairperson is selected within 30 days, the Community Assembly, by majority vote, shall appoint the non-voting chairperson.
5. A vacancy on the districting commission shall be filled by the authority who made the initial appointment, or their successor, from the pool of qualified applicants within fifteen days after the vacancy occurs.

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B. Membership Qualifications

1. Candidates must be a current resident of the City of Spokane and have maintained that primary residence for a minimum of two consecutive years.
2. Candidates must be registered to vote.
- ~~2-3.~~ Composition of the commission should reflect the City's racial, ethnic, geographic, and gender diversity, in proportion as close as practicable to their population in the city.

C. Membership Prohibitions

1. Candidates cannot have been a registered lobbyist in the State of Washington within two years prior to selection or one year following the end of membership.
2. Candidates cannot hold or be within two years removed of holding any elective office other than Precinct Committee Officer.
3. Candidates cannot campaign for any elective office other than Precinct Committee Officer, or actively participate in, contribute to, or fundraise for any political campaign of any candidate for local, state, or federal office while a member of the districting commission.
4. Candidates may not seek election or appointment to a City Council position for two years after the effective date of the districting plan.

D. Redistricting consistent with Washington State Law

1. The districting plan shall be consistent with RCW 29A.92.050(3) and RCW 29A.76.010(4), as they may be amended from time to time, pertaining to the criteria for districting city council district boundaries. To the extent permitted by law, boundaries of neighborhoods and communities with common interests shall be prioritized, and their division minimized.

~~1. The redistricting plan shall be consistent with RCW 29A.76.010(4), as may be amended from time to time, pertaining to the criteria for redistricting city council district boundaries.~~

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4.2. The districting commission shall utilize the most recent available census information and guidelines for districting as established in RCW 44.05.090, as applicable.

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E. Redistricting Procedures

1. The districting commission shall convene a minimum of five public hearings throughout the City, including at least one meeting within each existing Council District to receive written and oral comments and to accept proposed districting plans from the public. The districting commission shall only consider those plans which are submitted by individual city residents.
2. The meetings and materials of the districting commission and all related proceedings of the Community Assembly shall be transparent and publicly accessible including online video streaming and archiving for the broadest possible public access. The commission shall prepare and publicize its minutes within 21 days of any meeting.
3. The City Council shall by ordinance appropriate such funds as may be reasonably needed for the Community Assembly and districting commission to conduct their business under this Article. The commission may employ within its budget authority any necessary experts, consultants, and attorneys not employed by the City to carry out its duties as established in this Charter.
4. No later than August 1, the districting commission shall select five preliminary districting plans for a final public review and comment. The Commission shall allow a period of at least 30 days for public review and comment of preliminary districting plans.

F. Final Plan Adoption

1. No later than October 1st, the districting commission shall adopt by affirmative majority plus one vote a final districting plan from the five districting plans selected for public review and comment, which will be transferred to the City Council along with a published report that will minimally include, (a) population for every district;(b) an explanation of the criteria used in developing the plan with (1) a justification for any deviation in a district from the average district population or (2) a justification for any fracturing of an existing neighborhood

council boundary between multiple council districts; (c) a map of all the districts.

2. Upon receipt of the Commission of its proposed redistricting plan, the City Council shall consider whether to adopt the proposed districting plan. Any approval of the proposed districting plan must be approved by four affirmative votes of the City Council. The City Council may not revise the proposed districting plan or adopt any plan not previously prepared by the Commission.
3. Upon adoption by the city council, the proposed districting plan shall be submitted to the clerk of the city council who shall forward the district plan to the Spokane County Auditor. The districting plan shall become effective upon filing and the districting commission shall be relieved of any further duties and disbanded.
4. If the districting commission's proposed plan is not approved by a four affirmative votes from the City Council, the proposed districting plan shall be remanded back to the districting commission to consider changes as expeditiously as possible.
5. A final plan must be adopted by the City Council by November 15 in the year of county, state and federal redistricting to accomplish city council redistricting or as otherwise provided for by state law.
6. In the event that no plan is adopted by the date established in this charter, the previously adopted districting plan shall remain in effect, so long as such existing districting plan complies with state law.

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G. Modified Districting

1. A modified council districting plan may be established only within the fifth year of the decennial districting cycle. Should the City Council determine by five affirmative votes that consideration of a modified districting plan is warranted, including for population adjustment, a districting commission shall be established pursuant to the provisions of this charter section. The districting commission shall follow the same process for a modified redistricting plan as it would follow for the decennial redistricting plan.
2. The City shall also establish a districting commission within the fifth year of decennial districting cycle upon submission of a valid citizens petition that conforms to all requirements of the SMC and is signed by registered and qualified electors of the City equal to five percent of the number of votes cast at the last preceding general municipal election.

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3. Land that is annexed to the City subsequent to modifications of district boundaries pursuant to a district plan shall be assigned to the city council district that is most contiguous with the annexed land. At its discretion, the city council may take legislative action to assign annexed land to a district in the event the annexed land is contiguous to more than one council district.

H. Oath of Office

Before serving on the commission every person shall take and subscribe an oath to faithfully perform the duties of that office.

I. Challenges to plan

After the plan has been adopted by the city council, any registered voter residing with the City of Spokane may file a petition with Superior Court challenging the plan. After a modification to the redistricting plan has been adopted by the city council, any registered voter may file a petition with Superior Court challenging the amended plan. The petition to Superior Court shall comply with the requirements of [RCW 29A.76.010 \(6\)](#) regarding judicial review of redistricting plans, as it may be amended from time to time.

Section 4. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at a special election to be held February 13, 2024 in conjunction with the scheduled general election, as the following proposition:

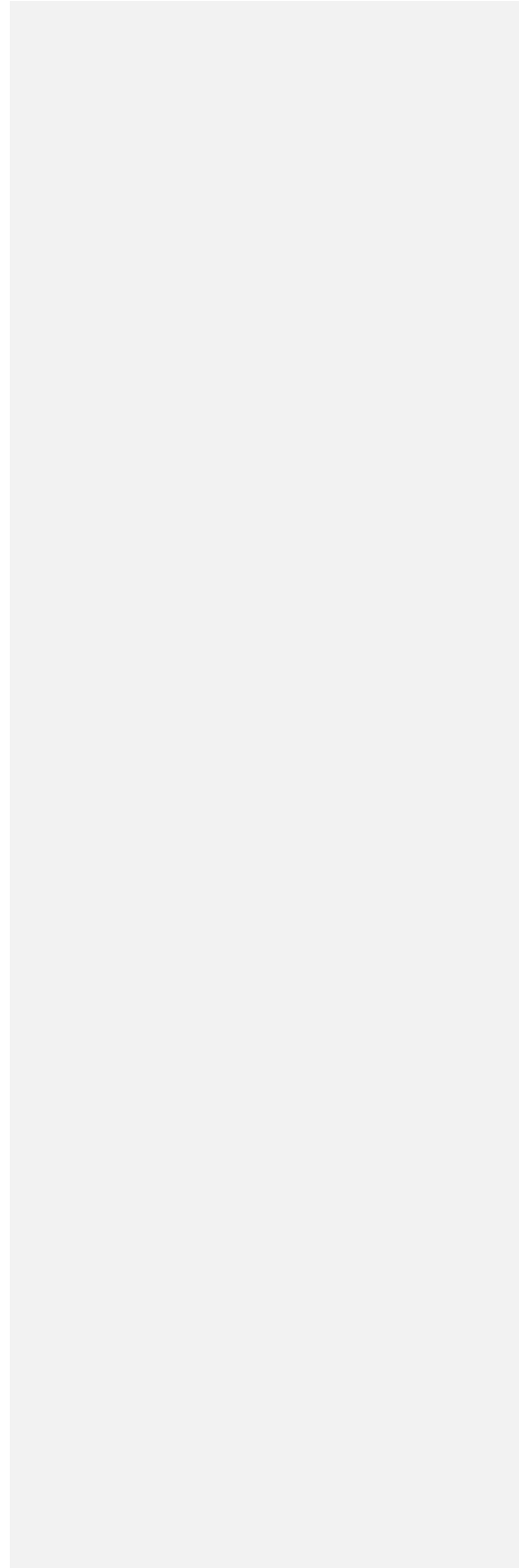
CITY OF SPOKANE ~~PROPOSITION NO. 1~~MEASURE NO. 2

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Amendment to the City Charter Regarding City Council Redistricting Process

"Shall the Spokane City Charter be amended to implement a new City Council redistricting process requiring stricter qualifications for districting commissioners while altering their number and appointments by City Council and Mayor, altering the criteria for redistricting maps, and mandating an increase in the number of public hearings, in addition to prohibiting any modifications to redistricting maps by the Council, and introducing an option for citizen-led redistricting, all as set forth in Ordinance No. C-36480?"

Yes
No



Section 5. Severability

If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected. |

Section 6. Effective Date

This ordinance, if approved by the voters at the special election to be held on Tuesday, February 13 2024, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

1

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ORDINANCE NO. C36481

AN INTERIM ZONING ORDINANCE relating to housing development regulations; adopting a new Chapter 17.410 SMC, Interim Housing Regulations for Maximum Unit Counts; establishing a work program; setting an effective date; and declaring an emergency.

WHEREAS, on November 20, 2023 the City Council adopted Ordinance No. C36459 to implement actions required under Engrossed Second Substitute House Bill, Chapter 332, Laws of 2023 (“HB 1110”); and

WHEREAS, HB 1110 requires that the City of Spokane adopt zoning regulations that allow for the “development of at least six units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, within one-quarter mile walking distance of a major transit stop”; and

WHEREAS, HB 1110 requires that the City of Spokane adopt zoning regulations that allow for the “development of at least six units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, if at least two units are affordable housing”; and

WHEREAS, after adoption of Ordinance No. C36459 real estate industry representatives raised concerns about the impact of Ordinance No. 36459 on residential appraisers and the residential mortgage market in the City; and

WHEREAS, mortgage guidelines established by the Federal National Mortgage Association (FNMA) are restricted to residential properties with a maximum of four dwelling units; and

WHEREAS, appraisal guidelines established by state and federal agencies and industry organizations may limit residential appraisers from performing an appraisal of properties with a legal allowance of greater than four dwelling units; and

WHEREAS, the provisions of Ordinance No. C36459 theoretically allow for the development of more than four dwelling units on any residential lot in the City; and

WHEREAS, industry representatives, the Washington State Department of Licensing, the City of Spokane, and other state agencies are continuing to evaluate potential limitations in the appraisal industry with respect to HB 1110 and middle housing; and

WHEREAS, it is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions for this ordinance to become effective on or before January 1, 2024; Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact. That the preambles to Ordinance No. C36459 and to this Ordinance are adopted as the City Council's findings of fact in support of this Ordinance.

Section 2. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect from January 1, 2024 until June 1, 2024, unless extended or canceled by act of the City Council.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC; engagement with state and federal representatives on the issues that arise from Ordinance No. C36459; and further evaluation of the effects of Ordinance No. C36459 with respect to mortgage and appraisal guidelines in light of potential consideration by the Washington State Legislature and relevant federal entities.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, a public hearing was held on December 14, 2024 at the time of adoption of this ordinance.

Section 6. That there is adopted a new Chapter 17C.410 of the Spokane Municipal Code, titled Interim Housing Regulations for Maximum Unit Counts, to read as follows:

Chapter 17C.410

Interim Housing Regulations for Maximum Unit Counts

17C.410.010 Unit Limits

- A. Purpose.
The purpose of this chapter is to limit, on a temporary basis, the number of units that may be built on certain lots while the state legislature and federal agencies work on further guidance and adjustments to recent state legislation to address federal lending and appraisal requirements. Upon completion of that guidance, future amendments to Title 17 SMC are anticipated to permanently address any issues.
- B. Applicability.
1. Lots Affected.
The limitations of this section apply only to lots in the R1 and R2 zones that are smaller than 21,780 square feet and were created or configured prior to January 1, 2024.
 2. Conflicts.
In the event of a conflict between this section and any of the standards and requirements provided elsewhere in Title 17 SMC, the limitations of this section shall supersede.
 3. Accessory Dwelling Units.
For purposes of this section, an Accessory Dwelling Unit permitted pursuant to SMC 17C.300 shall be counted as a dwelling unit.
- C. Unit Limits.

Except as otherwise provided in this section, no more than four dwelling units shall be permitted on lots within the R1 and R2 zones.

Section 7. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 8. Declaration of Emergency and Effective Date. This Ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions, shall be effective on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

RESOLUTION NO. 2023-0106

A resolution rescinding prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Clerk to remove the proposition from the February 13, 2024, ballot, and calling for creation of a City Charter Review Committee.

WHEREAS, on July 24, 2023, the city council adopted resolution 2023-0043, a resolution requesting the Spokane County Auditor hold a special election in conjunction with the scheduled special election on February 13, 2024, to submit to the electors of the City of Spokane a proposition regarding amendments to the Spokane City Charter adding a new section 62 and repealing sections 59 and 60, all relating to the city council redistricting process; and

WHEREAS, there has not been a comprehensive review of the Spokane City Charter since creation of a City Charter Review Committee in 2008; and

WHEREAS, it is customary in other jurisdictions to review their charters every ten years for technical inconsistencies and substantive corrections; and

WHEREAS, the City Council wishes to repeal Resolution 2023-0043 to allow for more comprehensive review of technical and substantive provisions of the Spokane City Charter, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that Resolution 2023-0043 is repealed, effective immediately, and

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023;

BE IT FURTHER RESOLVED that the City Council requests that there be convened a "City Charter Review Committee" consisting of City Council members, senior administration officials, and community stakeholders to review the City Charter and make recommendations for technical and substantive changes to the City Charter no later than July 1, 2024, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024.

ADOPTED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2023-0106

A resolution amending prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Auditor to remove the proposition from the February 13, 2024, ballot, and calling for creation of a City Charter Review Committee.

WHEREAS, on July 24, 2023, the city council adopted resolution 2023-0043, a resolution requesting the Spokane County Auditor hold a special election in conjunction with the scheduled special election on February 13, 2024, to submit to the electors of the City of Spokane a proposition regarding amendments to the Spokane City Charter adding a new section 62 and repealing sections 59 and 60, all relating to the city council redistricting process; and

WHEREAS, there has not been a comprehensive review of the Spokane City Charter since creation of a City Charter Review Committee in 2008; and

WHEREAS, it is customary in other jurisdictions to review their charters every ten years for technical inconsistencies and substantive corrections; and

WHEREAS, the City Council wishes to amend Resolution 2023-0043 to remove the proposition from the February 13, 2024 ballot to allow for more comprehensive review of technical and substantive provisions of the Spokane City Charter, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that Resolution 2023-0043 is amended to provide that the proposition is to be removed from the February 13, 2024 ballot, and

BE IT FURTHER RESOLVED that the City Council requests that there be convened a "City Charter Review Committee" consisting of City Council members, senior administration officials, and community stakeholders to review the City Charter and make recommendations for technical and substantive changes to the City Charter no later than July 1, 2024, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024; and

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

ADOPTED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2023-0106

A resolution amending prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Auditor to revise the proposition referred to the February 13, 2024, ballot.

WHEREAS, on July 24, 2023, the city council adopted resolution 2023-0043, a resolution requesting the Spokane County Auditor hold a special election in conjunction with the scheduled special election on February 13, 2024, to submit to the electors of the City of Spokane a proposition regarding amendments to the Spokane City Charter adding a new section 62 and repealing sections 59 and 60, all relating to the city council redistricting process; and

WHEREAS, the City Council wishes to amend Resolution 2023-0043 to revise the current proposition scheduled for the February 13, 2024 ballot to incorporate changes agreed to by the City Council; and

WHEREAS, since approval of Resolution 2023-0043, the ballot measure name has been changed from "Proposition No.1" to "Measure No. 2"; and.

NOW, THEREFORE, BE IT RESOLVED by the City Council, pursuant to Section 125 of the City Charter, that Resolution 2023-0043 is amended to provide that the proposition for consideration by the City voters on February 13, 2024 shall be as set forth in Ordinance C-36480, enacted by the City Council concurrent with this resolution, and

BE IT FURTHER RESOLVED that the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to call a special municipal election to be held on February 13, 2024 for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

MEASURE 2

Amendment to the City Charter Regarding City Council Redistricting Process

"Shall the Spokane City Charter be amended to implement a new City Council redistricting process requiring stricter qualifications for districting commissioners while altering their number and appointments by City Council and Mayor, altering the criteria for redistricting maps, and mandating an increase in the number of public hearings, in addition to prohibiting any modifications to redistricting maps by the City Council, and introducing an option for citizen-led redistricting, as set forth in Ordinance No. C-36480?"

Yes.....

No..... □

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

Explanatory Statement for City of Spokane Measure No. 2.
Amendment to the City Charter Regarding City Council Redistricting
Process

The City Charter currently contains Section 59, relating to Council districting and the districting board, and Section 60, relating to the decennial districting process. Both sections were approved by the voters in 1999. This ballot measure will update the Council decennial redistricting process with a new Section 62 to the Charter and repeal sections 59 and 60.

Section 62 will create a seven-member Council Redistricting Commission consisting of city residents, establish qualifications and prohibitions, and establish a decennial redistricting process. The redistricting procedures include the Commission holding public hearings to consider citizen-submitted redistricting plans and selecting preliminary plans for public review before selecting one plan to forward to the Council for adoption. In the event the Commission cannot agree on a plan the Municipal Court shall select a plan to refer to the City Council. The Council, after public hearings, shall either adopt the submitted plan or remand the plan back to the Commission to consider changes. An adopted plan may be challenged in Superior Court by any City registered voter pursuant to state law.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

ADOPTED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2023 - 0109

A resolution appointing for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process.

WHEREAS, the City Council approved Resolution No. 2023-0106 on December 14, 2023, as amended, requesting the Spokane County Auditor to hold a special election on February 13, 2024, for the City to submit to the voters a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process; and

WHEREAS, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Measure 2 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the February 13, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

BE IT FURTHER RESOLVED that the following appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process, supersedes any previous for and against committee appointments for this measure.

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

Measure No. 2 For Committee:

1. Michael Cathcart
2. Paul Dillon
- 3.

Measure No. 2 Against Committee:

- 1.
- 2.
- 3.

**Explanatory Statement for City of Spokane Measure No. 2.
Amendment to the City Charter Regarding City Council Redistricting Process**

The City Charter currently contains Section 59, relating to Council districting and the districting board, and Section 60, relating to the decennial districting process. Both sections were approved by the voters in 1999. This ballot measure will update the Council decennial redistricting process with a new Section 62 to the Charter and repeal sections 59 and 60.

Section 62 will create a six-member Council Redistricting Commission consisting of city residents, establish qualifications and prohibitions, and establish a decennial redistricting process. The redistricting procedures include the Commission holding public hearings to consider citizen-submitted redistricting plans and selecting preliminary plans for public review before selecting one plan to forward to the Council for adoption. In the event the Commission cannot agree on a plan the Municipal Court shall select a plan to refer to the City Council. The Council, after public hearings, shall either adopt the submitted plan or remand the plan back to the Commission to consider changes. An adopted plan may be challenged in Superior Court by any City registered voter pursuant to state law.

ADOPTED by the City Council _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2023 - 0110

A resolution amending Resolution 2023-0043 and updating the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process.

WHEREAS, the City Council approved Resolution No. 2023-0043 on July 24, 2023, as amended, requesting the Spokane County Auditor to hold a special election on February 13, 2024, for the City to submit to the voters a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process; and

WHEREAS, the City Council approved Resolution 2023-0065 appointing for and against committee members to a measure on the February 13, 2024, special election ballot regarding a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process; and

WHEREAS, since approval of Resolution 2023-0065, there have been updates to the committee members; and

WHEREAS, since approval of Resolution 2023-0065, the ballot measure name has been changed from "Proposition No.1" to "Measure No. 2"; and

WHEREAS, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

NOW, THEREFORE, BE IT RESOLVED that the City Council updates their previous appointments to the following members to the for and against committees to prepare arguments in favor of and in opposition to Measure No. 2 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the February 13, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

BE IT FURTHER RESOLVED that the following appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a proposition to amend the Spokane City Charter by adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process, supersedes any previous for and against committee appointments for this measure.

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

Measure No. 2 For Committee:

- 1. Michael Cathcart**
- 2. Randy McGlenn**
- 3. Michael Allen**

Measure No. 2 Against Committee:

- 1. Paul Dillon**
- 2. Mary Winkes**
- 3. Sarah Dixit**

**Explanatory Statement for City of Spokane Measure No. 2.
Amendment to the City Charter Regarding City Council Redistricting Process**

The City Charter currently contains Section 59, relating to Council districting and the creation of the districting board, and Section 60, relating to the decennial districting process. Both sections were approved by the voters in 1999 as part of the amendment to the Charter creating Council districts. This ballot measure will update the Council decennial redistricting process with a new Section 62 to the Charter and repealing sections 59 and 60.

Section 62 will create a seven-member Council Redistricting Commission consisting of city residents, establish membership qualifications and prohibitions, and establish a decennial redistricting process. The redistricting procedures will include the Commission holding public hearings to consider citizen-submitted redistricting plans and selecting preliminary districting plans for final public review before selecting one of those plans to forward to the Council for adoption. The Council, after public hearings, shall either adopt the submitted plan or remand the plan back to the Commission to

consider changes. An adopted plan may be challenged in Superior Court by any City registered voter pursuant to state law.

ADOPTED by the City Council _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney