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SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JOHN E. DURGAN, individually and as class representative for all others similarly situated; TAWNDI L. SARGENT, individually and as class representative for all others similarly situated; and KRISTOPHER J. KALLEM, individually and as class representative for all others similarly situated;

Plaintiff,

vs.

CITY OF SPOKANE, a municipal corporation in and for the State of Washington,

Defendant.

Case No. 17-2-02507-5

DEFENDANT CITY OF SPOKANE'S ANSWER TO PLAINTIFF'S SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND COUNTERCLAIM FOR DECLARATORY JUDGMENT

Comes now Defendant, CITY OF SPOKANE, by and through its undersigned attorneys, and answers the Plaintiffs' "Amended Complaint for Declaratory and Injunctive Relief" as follows:

DEFENDANT CITY OF SPOKANE'S ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND COUNTERCLAIM FOR DECLARATORY JUDGMENT - 1

ETTER, McMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C. 618 WEST RIVERSIDE AVENUE, SUITE 210 SPOKANE, WASHINGTON 99201 (509) 747-9100

1 **PARTIES, JURISDICTION AND VENUE**

2 1. Answering Plaintiffs' paragraph 1, upon information and belief, Defendant
3 admits Plaintiff Durgan was charged rates established for outside-City residents. With respect to
4 any remaining allegation contained in this paragraph, Defendant is without sufficient knowledge
5 or information to form a belief as to the truth or veracity of such and therefore denies the same.
6

7 2. Answering Plaintiffs' paragraph 2, upon information and belief, Defendant
8 admits Plaintiff Sargent was charged rates established for outside-City residents. With respect to
9 any remaining allegation contained in this paragraph, Defendant is without sufficient knowledge
10 or information to form a belief as to the truth or veracity of such and therefore denies the same.
11

12 3. Answering Plaintiffs' paragraph 3, upon information and belief, Defendant
13 admits Plaintiff Kallem was charged rates established for outside-City residents. With respect to
14 any remaining allegation contained in this paragraph, Defendant is without sufficient knowledge
15 or information to form a belief as to the truth or veracity of such and therefore denies the same.
16

17 4. Answering Plaintiffs' paragraph 4, Defendant is without sufficient knowledge or
18 information to form a belief as to the truth or veracity of said paragraph and therefore denies the
19 same.
20

21 5. Answering Plaintiffs' paragraph 5, Defendant admits that it is a municipal
22 corporation located in Spokane County, Washington. Defendant further admits that it operates as
23 a municipal water supplier pursuant to the authority set forth in RCW 35.92.010, and provides
24 water service to residents and businesses. With respect to any remaining allegation contained in
25 this paragraph, Defendant denies the same.
26

1 6. Answering Plaintiffs' paragraph 6, Defendant is without sufficient knowledge or
2 information to form a belief as to the truth or veracity of said paragraph and therefore denies the
3 same.

4 7. Answering Plaintiffs' paragraph 7, Defendant admits the same.

6 **CLASS ACTION ALLEGATIONS**

7 8. Answering Plaintiffs' paragraph 8, Defendant admits the named Plaintiffs
8 allegedly are bringing the action as described. With respect to any remaining allegation
9 contained in this paragraph, Defendant denies the same.
10

11 9. Answering Plaintiffs' paragraph 9, Defendant is without sufficient knowledge or
12 information to form a belief as to the truth or veracity of said paragraph and therefore denies the
13 same.

14 10. Answering Plaintiffs' paragraph 9, Defendant is without sufficient knowledge or
15 information as to the truth or veracity of the identified summary of law and fact as common to
16 the designated class and therefore denies the same. Defendant further denies the substantive
17 allegations as set forth in subparts (a) through (e). To the extent that the allegations in said
18 paragraph are argument and/or legal conclusions, no response is required, and therefore
19 Defendant denies the same. With respect to any remaining allegation contained in this
20 paragraph, Defendant denies the same.
21

22 11. Answering Plaintiff's paragraph 11, upon information and belief, Defendant
23 admits Plaintiff Durgan is a utility customer and charged rates consistent with the City of
24
25

1 Spokane water rate Ordinance; water rates charged are a matter of record. With respect to any
2 remaining allegation contained in this paragraph, Defendant denies the same.

3
4 12. Answering Plaintiff's paragraph 12, Defendant is without sufficient knowledge
5 or information to form a belief as to the truth or veracity of said paragraph and therefore denies
6 the same.

7
8 13. Answering Plaintiffs' paragraph 13, upon information and belief, Defendant
9 admits Plaintiff Sargent is a utility customer and charged rates consistent with the City of
10 Spokane water rate Ordinance; water rates charged are a matter of record. With respect to any
11 remaining allegation contained in this paragraph, Defendant denies the same.

12
13 14. Answering Plaintiffs' paragraph 14, Defendant is without sufficient knowledge
14 or information to form a belief as to the truth or veracity of said paragraph and therefore denies
15 the same.

16
17 15. Answering Plaintiffs' paragraph 15, upon information and belief, Defendant
18 admits Plaintiff Kallem is a utility customer and charged rates consistent with the City of
19 Spokane water rate Ordinance; water rates charged are a matter of record. With respect to any
20 remaining allegation contained in this paragraph, Defendant denies the same.

21
22 16. Answering Plaintiffs' paragraph 16, Defendant is without sufficient knowledge
23 or information to form a belief as to the truth or veracity of said paragraph and therefore denies
24 the same.

1 17. Answering Plaintiffs' paragraph 17, Defendant is without sufficient knowledge
2 or information to form a belief as to the truth or veracity of said paragraph and therefore denies
3 the same.

4 18. Answering Plaintiffs' paragraph 18, Defendant is without sufficient knowledge
5 or information to form a belief as to the truth or veracity of said paragraph and therefore denies
6 the same. To the extent that the allegations in said paragraph are argument and/or legal
7 conclusions, no response is required, and therefore Defendant denies the same.
8

9 **FACTS**
10

11 19. Answering Plaintiffs' paragraph 19, the allegations in said paragraph are
12 argument and/or legal conclusions, no response is required, and therefore Defendant denies the
13 same.

14 20. Answering Plaintiffs' paragraph 20, the allegations in said paragraph are
15 argument and/or legal conclusions, no response is required, and therefore Defendant denies the
16 same.
17

18 21. Answering Plaintiffs' paragraph 21, the allegations in said paragraph are
19 argument and/or legal conclusions, no response is required, and therefore Defendant denies the
20 same.
21

22 22. Answering Plaintiffs' paragraph 22, Defendant denies the same.

23 23. Answering Plaintiffs' paragraph 23, Defendant admits that the City provided
24 written connection documents when water service was initially provided. With respect to any
25 remaining allegation contained in this paragraph, Defendant denies the same.
26

1 24. Answering Plaintiffs' paragraph 24, Defendant admits that documents were
2 provided concerning the extension of water service to individual customers, and that annexation
3 covenants have been required. With respect to any remaining allegation contained in this
4 paragraph, Defendant denies the same.
5

6 25. Answering Plaintiffs' paragraph 25, Defendant admits it provides monthly utility
7 bills to all City water users. With respect to any remaining allegation or inference therein
8 contained in this paragraph, Defendant denies the same.
9

10 26. Answering Plaintiffs' paragraph 26, Defendant admits it provides monthly utility
11 bills to all City water users. Defendant further admits that payment was to be made monthly or
12 bi-monthly and due within 10 days of receipt of such statement. With respect to any remaining
13 allegation contained in this paragraph, Defendant denies the same.
14

15 27. Answering Plaintiffs' paragraph 27, Defendant admits that certain property
16 owners and certain developers paid for and did construct certain water infrastructure. With
17 respect to any remaining allegation contained in this paragraph, Defendant denies the same.
18

19 28. Answering Plaintiffs' paragraph 28, Defendant is without sufficient knowledge
20 or information to form a belief as to the truth or veracity of said paragraph and therefore denies
21 the same.
22

23 29. Answering Plaintiffs' paragraph 29, Defendant admits that water service was
24 extended to outside-City users and users were billed monthly or bi-monthly. With respect to any
25 remaining allegation or inference therein contained in this paragraph, Defendant denies the same.
26

27 30. Answering Plaintiffs' paragraph 30, Defendant denies the same.
28

1 31. Answering Plaintiffs' paragraph 31, Defendant denies the same.
2 32. Answering Plaintiffs' paragraph 32, Defendant denies the same.
3 33. Answering Plaintiffs' paragraph 33, Defendant denies the same.
4 34. Answering Plaintiffs' paragraph 34, Defendant denies the same.
5 35. Answering Plaintiffs' paragraph 35, Defendant denies the same.
6 36. Answering Plaintiffs' paragraph 36, Defendant admits that Spokane County
7 Commission reviewed water service charges. With respect to any remaining allegation or
8 inference therein contained in this paragraph, Defendant denies the same.
9
10

11 37. Answering Plaintiffs' paragraph 37, Defendant admits the Spokane County
12 Board of Commissioners did request information concerning rates as set forth in this contention
13 in April of 2002. With respect to any remaining allegation or inference therein contained in this
14 paragraph, Defendant denies the same.
15

16 38. Answering Plaintiffs' paragraph 38, Defendant denies the same.

17 39. Answering Plaintiffs' paragraph 39, Defendant denies the same.

18 40. Answering Plaintiffs' paragraph 40, Defendant admits that complaints and
19 questions about water rates were received. With respect to any remaining allegation or inference
20 therein contained in this paragraph, Defendant denies the same.
21

22 41. Answering Plaintiffs' paragraph 41, Defendant denies the same.

23 42. Answering Plaintiffs' paragraph 42, Defendant admits that a public records
24 request was made by the Spokane County Board of Commissioners, and the City responded to
25

1 the same. Both the request and response speak for themselves. With respect to any remaining
2 allegation or inference therein contained in this paragraph, Defendant denies the same.

3 43. Answering Plaintiffs' paragraph 43, Defendant denies the same.

4 44. Answering Plaintiffs' paragraph 44, Defendant admits that the then-Director of
5 Public Works referred complaints relating to water rate charges to the Spokane City Council, the
6 body that legislatively establishes said rates. With respect to any remaining allegation contained
7 in this paragraph, Defendant denies the same.

8 45. Answering Plaintiffs' paragraph 45, Defendant admits that City Council
9 President Stuckart was contacted concerning water service provided to unincorporated areas.
10 With respect to any remaining allegation contained in this paragraph, Defendant is without
11 sufficient knowledge or information to form a belief as to the truth or veracity of such and
12 therefore denies the same.

13 46. Answering Plaintiffs' paragraph 46, Defendant denies the same.

14 47. Answering Plaintiffs' paragraph 47, Defendant admits on March 3, 2016,
15 Administrative Policy and Procedure No. 5200-16-03 was adopted. The policy speaks for itself.
16 With respect to any remaining allegation contained in this paragraph, Defendant denies the same.

17 48. Answering Plaintiffs' paragraph 48, Defendant denies the same.

18 49. Answering Plaintiffs' paragraph 49, Defendant denies the same.

19 50. Answering Plaintiffs' paragraph 50, Defendant denies the same.

20 51. Answering Plaintiffs' paragraph 51, Defendant denies the same.

1 **FIRST CAUSE OF ACTION**
2 **(Declaratory Judgment – RCW 7.24 et seq.)**

3 52. Answering Plaintiffs' paragraph 52, Defendant repeats its answers to paragraphs
4 1 through 51.

5 53. Answering Plaintiffs' paragraph 53, Defendant admits that RCW
6 80.04.010(30)(a) defines a water company. With respect to any remaining allegation contained
7 in this paragraph, Defendant denies the same, together with any and all inferences that can be
8 taken therefrom.

9
10 54. Answering Plaintiffs' paragraph 54, Defendant admits that RCW
11 80.04.010(30)(a) defines a water company. Defendant further admits that it is a "water
12 company" under this definition and that specific provisions of Title 80 RCW may be applicable
13 to it. Defendant denies that language pertaining to the establishment of water rates contained in
14 Title 80 is applicable to Defendant. With respect to any remaining allegation contained in this
15 paragraph, Defendant denies the same.

16
17 55. Answering Plaintiffs' paragraph 55, Defendant admits that RCW 80.28.080(2)
18 contains the language asserted. Defendant asserts that the allegations in said paragraph are
19 argument and/or legal conclusions to which no response is required, and therefore denies the
20 same.
21

22 56. Answering Plaintiffs' paragraph 56, Defendant admits that RCW 80.28.090
23 contains the language asserted. Defendant asserts that the allegations in said paragraph are
24
25

1 argument and/or legal conclusions to which no response is required, and therefore denies the
2 same.

3
4 57. Answering Plaintiffs' paragraph 57, Defendant admits that RCW 80.28.100
5 contains the language asserted. Defendant asserts that the allegations in said paragraph are
6 argument and/or legal conclusions to which no response is required, and therefore denies the
7 same.

8 58. Answering Plaintiffs' paragraph 58, Defendant denies the same.

9
10 59. Answering Plaintiffs' paragraph 59, Defendant admits that it applies its water
11 rates as directed by the adopted water rate schedule. With respect to any remaining allegation
12 contained in this paragraph, Defendant denies the same.

13 60. Answering Plaintiffs' paragraph 60, Defendant admits that it applies its water
14 rates as directed by the adopted water rate schedule. With respect to any remaining allegation
15 contained in this paragraph, Defendant denies the same.

16
17 61. Answering Plaintiffs' paragraph 61, Defendant admits that RCW 35.92.010
18 contains the language asserted. Defendant asserts that the allegations in said paragraph are
19 argument and/or legal conclusions to which no response is required, and therefore denies the
20 same.

21
22 62. Answering Plaintiffs' paragraph 62, Defendant denies the same.

23 63. Answering Plaintiffs' paragraph 63, Defendant is without sufficient knowledge
24 or information as to the truth or veracity of the identified summary of law and fact as common to
25 the designated class and therefore denies the same. Defendant further denies the substantive

1 allegations as set forth in subparts (a) through (e). To the extent that the allegations in said
2 paragraph are argument and/or legal conclusions, no response is required, and therefore
3 Defendant denies the same. With respect to any remaining allegation contained in this
4 paragraph, Defendant denies the same.
5

6 **SECOND CAUSE OF ACTION**
7 **(Injunctive Relief)**

8 64. Answering Plaintiffs' paragraph 64, Defendant repeats its answers to paragraphs
9 1 through 63.

10 65. Answering Plaintiffs' paragraph 65, Defendant denies the same.

11 66. Answering Plaintiffs' paragraph 66, Defendant denies the same.

12 67. Answering Plaintiffs' paragraph 67, Defendant denies the same.

13 68. Answering Plaintiffs' paragraph 68, Defendant denies the same.

14 69. Answering Plaintiffs' paragraph 69, Defendant denies the same.

15 **THIRD CAUSE OF ACTION**
16 **(Restitution)**

17 70. Answering Plaintiffs' paragraph 70, Defendant repeats its answers to paragraphs
18 1 through 69.

19 71. Answering Plaintiffs' paragraph 71, Defendant denies the same.

20 72. Answering Plaintiffs' paragraph 72, Defendant denies the same.

21 73. Answering Plaintiffs' paragraph 73, Defendant denies the same.

22 74. Answering Plaintiffs' paragraph 74, Defendant denies the same.
23
24
25

FOURTH CAUSE OF ACTION
(Damages – RCW 80.04.440)

1
2
3 75. Answering Plaintiffs’ paragraph 75, Defendant repeats its answers to paragraphs
4 1 through 74.

5 76. Answering paragraph 76, Defendant admits that RCW 80.04.010(30)(a) defines a
6 water company. With respect to any remaining allegation contained in this paragraph,
7 Defendant denies the same, together with any and all inferences that can be taken therefrom.
8

9 77. Answering paragraph 77, Defendant admits that RCW 80.04.010(30)(a) defines a
10 water company. Defendant further admits it is a “water company” under this definition and that
11 specific provisions of Title 80 RCW may be applicable to it. Defendant denies that language
12 pertaining to the establishment or regulation of water rates contained in Title 80 applies to
13 Defendant. With respect to any remaining allegation contained in this paragraph, Defendant
14 denies the same.
15

16 78. Answering paragraph 78, Defendant admits that RCW 80.04.010(23) defines a
17 public service company. With respect to any remaining allegation contained in this paragraph,
18 Defendant denies the same, together with any and all inferences that can be taken therefrom.
19

20 79. Answering paragraph 79, Defendant denies the same.

21 80. Answering paragraph 80, Defendant admits that RCW 80.04.440 contains the
22 language asserted. Defendant asserts that the allegations in said paragraph are argument and/or
23 legal conclusions to which no response is required, and therefore denies the same.
24
25

1 81. Answering paragraph 81, Defendant admits that it applies its water rates as
2 directed by the adopted water rate ordinances. With respect to any remaining allegation
3 contained in this paragraph, Defendant denies the same, together with any and all inferences
4 that can be taken therefrom.
5

6 82. Answering paragraph 82, Defendant denies the same.

7 83. Answering paragraph 83, Defendant admits that it applies its water rates as
8 directed by the adopted water rate ordinances. With respect to any remaining allegation
9 contained in this paragraph, Defendant denies the same, together with any and all inferences that
10 can be taken therefrom.
11

12 84. Answering paragraph 84, Defendant denies the same.

13 85. Answering paragraph 85, Defendant denies the same.
14

15 **FIFTH CAUSE OF ACTION**
16 **(Breach of Contract/Implied Covenant of Good Faith and Fair Dealing)**

17 86. Answering Plaintiffs' paragraph 86, Defendant repeats its answers to paragraphs
18 1 through 85.

19 87. Answering Plaintiffs' paragraph 87, Defendant denies the same.

20 88. Answering Plaintiffs' paragraph 87, Defendant denies the same.

21 89. Answering Plaintiffs' paragraph 87, Defendant denies the same.

22 90. Answering Plaintiffs' paragraph 87, Defendant denies the same.

23 91. Answering Plaintiffs' paragraph 87, Defendant denies the same.

24 92. Answering Plaintiffs' paragraph 87, Defendant denies the same.
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SIXTH CAUSE OF ACTION
(Conversion/Misappropriation)

- 93. Answering paragraph 93, Defendant repeats its answers to paragraphs 1 through 92.
- 94. Answering paragraph 94, Defendant denies the same.
- 95. Answering paragraph 95, Defendant denies the same.
- 96. Answering paragraph 96, Defendant denies the same.

SEVENTH CAUSE OF ACTION
(Account Receivable)

- 97. Answering Plaintiffs' paragraph 97, Defendant repeats its answers to paragraphs 1 through 96.
- 98. Answering Plaintiffs' paragraph 98, to the extent that the allegations in said paragraph are argument and/or legal conclusions, no response is required, and therefore Defendant denies the same.
- 99. Answering Plaintiffs' paragraph 99, Defendant denies the same.
- 100. Answering Plaintiffs' paragraph 100, Defendant denies the same.
- 101. Answering Plaintiffs' paragraph 101, Defendant denies the same.

AFFIRMATIVE DEFENSES

FOR FURTHER ANSWER, and as AFFIRMATIVE DEFENSES, the Defendant repeats its answers to paragraphs 1 through 101. Defendant further alleges as follows:

- 1. Plaintiffs' complaint fails to state a claim upon which relief can be granted.

Plaintiffs further provide no factual basis for breach of any contract in the matter as pled.

1 2. Plaintiffs lack standing.

2 3. This action is barred and/or limited by consent and/or accord and satisfaction.

3 4. This action is barred by laches.

4 5. This action is barred by waiver.

5 6. This action is barred and/or limited by the applicable statutes of limitations.

6 7. This action is barred and/or limited by the failure to name necessary parties.

7 8. Plaintiffs' injuries and damages, if any, were proximately caused by plaintiffs'
8
9
10 own fault, including negligence, and assumption of the risk of known and appreciated actions
11 and/or inactions pursuant to agreement and/or law.

12 9. Title 80 RCW does not apply to municipal utilities who own and operate a water
13 system for any action relating to water rates, contracts, charges, or services rendered.

14 10. Plaintiffs' breach of contract and/or accounts receivable actions are barred by
15 agreements or contracts entered into with developers or municipal entities concerning the
16 provisions of water services.

17 11. If Defendant, City of Spokane, conducted any acts on Plaintiffs' property it was
18 licensed to do so and is immune from liability.

19
20 FURTHER, by way of reservation of rights, without waiver, Defendant, the City of
21 Spokane, specifically reserves the right to amend its Answer by way of adding additional
22 Affirmative Defenses, Counter Claims, Cross-Claims, or instituting third-party actions which
23 may be appropriate after further investigation and discovery.
24
25

1 **COUNTERCLAIM AGAINST PLAINTIFFS DURGAN, SARGENT, KALLEM, AND**
2 **SIMILARLY SITUATED INDIVIDUALS**
3 **DECLARATORY JUDGMENT – RCW 7.24 et seq.**

4 For a COUNTERCLAIM against named Plaintiffs Durgan, Sargent, and Kallem, and
5 those individuals similarly situated that Plaintiffs propose to represent, the City of Spokane
6 alleges as follows:

- 7 1. The City of Spokane (hereinafter “the City”) reasserts paragraphs 1-72, above.
- 8 2. The City operates a municipal waterworks system pursuant to RCW 35.92 *et*
9 *seq.*
- 10 3. The City has the authority to classify customers based, in part, on the location
11 of the various customers within and without the city’s boundaries pursuant to RCW
12 35.92.010.
- 13 4. The City further has the authority to set rates for its customers pursuant to
14 RCW 35.92.010.
- 15 5. The City, while included in the definition of a “water company” under RCW
16 80.04.010(30)(a) is not subject to the Utilities and Transportation Commission’s oversight
17 when setting its water rates. *See* RCW 80.04.500.
- 18 6. The City has codified and implemented classifications of water users and
19 established water rates for inside-City customers and outside-City customers pursuant to the
20 laws of the State of Washington and the authority granted to it by the provisions of Title 35
21 RCW.
- 22
23
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25

1 7. Upon information and belief, Plaintiffs Durgan, Sargent, and Kallem and those
2 individuals similarly situated that Plaintiffs propose to represent (hereinafter collectively
3 "Plaintiffs") are residents who reside outside the City's limits.

4
5 8. Plaintiffs have been lawfully charged the City's established rate pursuant to the
6 City's lawful ordinances.

7 9. The City is entitled to a declaratory judgment ruling that the City's Ordinances
8 establishing water rates and actions taken by the City to implement those rates is lawful and
9 consistent with the laws of the State of Washington and the other portions of the Spokane
10 Municipal Code.
11

12 **PRAYER FOR RELIEF**

13 WHEREFORE, having fully answered Plaintiff's Complaint, having interposed
14 its affirmative defenses, the Defendant prays as follows:
15

- 16 1. The Plaintiffs' complaint and the causes of action therein be dismissed with prejudice.
- 17 2. For a declaratory ruling that the Defendant's Ordinances establishing water rates and
18 actions taken to implement those rates were lawful and consistent with the laws of the
19 State of Washington and the other portions of the Spokane Municipal Code.
- 20 3. That the Defendant be awarded its costs and disbursements in defending this action, and
21 reasonable attorneys' fees to the extent provided by law.
22

23 ///

24 ///

25 ///


26 DEFENDANT CITY OF SPOKANE'S ANSWER TO
27 PLAINTIFFS' SECOND AMENDED COMPLAINT
28 FOR DECLARATORY AND INJUNCTIVE RELIEF
AND COUNTERCLAIM FOR DECLARATORY
JUDGMENT - 17

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VAN WERT & ORESKOVICH, P.C.
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SPOKANE, WASHINGTON 99201 (509) 747-9100


1 4. For other such relief as the court may deem appropriate.

2 DATED this 30 day of August 2018

3
4 ETTER, M^CMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.

5 
6 MICHAEL F. CONNELLY, WSBA #12248
7 MICHAEL J. M^CMAHON, WSBA #6895
8 MEGAN C. CLARK, WSBA #46505
Attorneys for Defendant City of Spokane

9 MICHAEL C. ORMSBY
10 OFFICE OF THE CITY ATTORNEY

11 
12 SALVATORE J. FAGGIANO, WSBA #15696
13 ELIZABETH L. SCHOEDEL, WSBA #20240
Assistant City Attorneys
14 Attorneys for Defendant City of Spokane

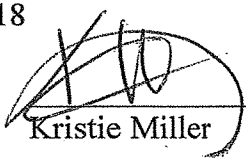
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DECLARATION OF SERVICE

I declare, under penalty of perjury, that on the 30th day of August 2018, I caused a true and correct copy of the foregoing "Defendant City of Spokane's Answer to Plaintiffs' Second Amended Complaint for Declaratory and Injunctive Relief and Counterclaim for Declaratory Judgment," to be delivered to the parties below in the manner noted:

Robert A. Dunn	<input type="checkbox"/> VIA FACSIMILE
Bil G. Childress	<input type="checkbox"/> VIA U.S. MAIL
Dunn & Black	<input type="checkbox"/> VIA OVERNIGHT SERVICE
Banner Bank Building	<input checked="" type="checkbox"/> VIA HAND DELIVERY
111 North Post, Suite 300	
Spokane, WA 99201-0705	
FAX: 509.455.8734	
Attorneys for Plaintiff	

DATED this 30th day of August 2018



Kristie Miller

DEFENDANT CITY OF SPOKANE'S ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND COUNTERCLAIM FOR DECLARATORY JUDGMENT - 19

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