

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 12, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of June 12, 2023:**

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2495 162 1646; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

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

Testimony sign up is open from 5:00-6:00 p.m. on Monday, June 12, 2023. You must sign up by 6:00 p.m. to be called on to testify. Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during public testimony on legislative items (two minutes for open forum)!**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- A. At the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

**Rule 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 2.15      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.



- C. Each person speaking in a public Council meeting shall verbally identify themselves by true first and last name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

## **Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 12, 2023

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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

## **LAND ACKNOWLEDGEMENT**

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

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

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

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

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

## BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

## **BRIEFING SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

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

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

**CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

**(Committee Reports for City Council Standing Committees and other Boards and Commissions)**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

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

# NO BOARDS AND COMMISSIONS APPOINTMENTS

## ADMINISTRATIVE REPORTS

### OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |  |         |                              |
|--|---------|------------------------------|
| 1. Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services beginning January 1, 2023—\$150,000 per month. (Deferred from May 15, 2023, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)<br><b>Tom Williams</b> | Approve | OPR 2023-0246                |
| 2. Purchase from Contract Design Associates (Spokane) of desks and cubicle walls for the Community and Economic Development Division—\$186,244.13. (Council Sponsor: Council Member Bingle)<br><b>Tami Palmquist</b>   | Approve | OPR 2023-0574                |
| 3. Value Blanket Renewal 1 of 3 with Hitachi Zosen Inova U.S.A. LLC (Norcross, GA) for the purchase of feeder and grate parts at the Waste to Energy Facility from July 1, 2023, through June 30, 2024—total cost not to exceed \$1,200,000 (plus tax). (Council Sponsors: Council Members Kinnear and Bingle) <b>David Paine</b>            | Approve | OPR 2021-0301<br>ITB 5383-21 |

- |     |   |         |                                 |
|-----|---|---------|---------------------------------|
| 4.  | Contract Renewal 3 of 4 with United States Electric Corporation (Olympia, WA) for high voltage electrical maintenance and technical support services at the Waste to Energy Facility from May 1, 2023, through April 30, 2024—total cost not to exceed \$275,000 (plus tax). (Council Sponsors: Council Members Kinnear and Bingle)<br><b>David Paine</b> | Approve | OPR 2020-0418<br>PW ITB 5230-20 |
| 5.  | Preventative Maintenance Agreement with Arrow Concrete & Asphalt Specialties (Spokane) for 2023 off-street parking lot repair and maintenance of the Nelson Services Center and Fire Training Center parking lots—\$245,000 (plus tax, if applicable.) (Council Sponsors: Council Members Kinnear and Bingle)<br><b>Dave Steele</b>                       | Approve | OPR 2023-0575                   |
| 6.  | Contract Renewal 1 of 2 with Control Solutions Northwest, Inc. (Spokane) for HVAC preventative maintenance for the Fire Department and dispatch center facilities from July 1, 2023, to June 30, 2024—\$90,000. (Council Sponsors: Council Members Kinnear and Cathcart)<br><b>Brian Schaeffer</b>  | Approve | OPR 2020-0604                   |
| 7.  | Contract Amendment with Environment Control of Spokane for additional Fire Department facilities janitorial services from June 1, 2023, to June 30, 2025—additional annual amount \$10,140 (plus tax). (Council Sponsors: Council Members Kinnear and Cathcart)<br><b>Brian Schaeffer</b>   | Approve | OPR 2022-0589<br>IPWQ 5679-22   |
| 8.  | Public Works Agreement with Pro Mechanical Services, Inc. (Spokane) for HVAC Replacement at the Spokane Fire Department Facility located at 1610 North Rebecca Street—\$98,023.70 (incl. tax). (Council Sponsors: Council Members Kinnear and Cathcart)<br><b>Brian Schaeffer</b>   | Approve | OPR 2023-0576<br>IPWQ 5871-23   |
| 9.  | Low Bid of <u>(to be determined at bid opening to be held on 6/5/23) (City, ST)</u> for the Driscoll/Alberta/Cochran Sidewalk Project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood) (Council Sponsor: Council Member Kinnear)<br><b>Dan Buller</b>               | Approve | OPR 2023-0577<br>ENG 2021070    |
| 10. | Low Bid of <u>(to be determined at bid opening to be held on 6/5/23) (City, ST)</u> for Business Area Grind and Overlay Project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood) (Council Sponsor: Council Member Kinnear) <b>Dan Buller</b>                        | Approve | OPR 2023-0578<br>ENG 2021099    |



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|---|------------------------------------|-------------------------------|
| 11. Public Works Maintenance Agreement with ABM Industry Groups, LLC (Spokane) for Intermodal Facility janitorial services from June 1, 2023, through May 31, 2025—\$360,000. (Council Sponsor: Council Member Kinnear)<br><b>Ernest Wickert</b>  | Approve                            | OPR 2023-0579<br>IPWQ 5806-23 |
| 12. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payments | CPR 2023-0002                 |
| 13. City Council Meeting Minutes: _____, 2023.  | Approve<br>All                     | CPR 2023-0013                 |

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- |            |   |
|------------|---|
| ORD C36393 | <p><b>Real Estate Excise Tax Fund</b></p> <p>1) Increase appropriation by \$3,900,000.</p> <p>A) Of the increased appropriation, \$3,900,000 is provided solely as an operating transfer-out to the Miscellaneous Community Development Grants Fund.</p>  |
|            | and   |
|            | <p><b>Miscellaneous Community Development Grants Fund</b></p> <p>1) Increase revenue by \$3,900,000.</p> <p>A) Of the increased revenue, \$3,900,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.</p> <p>2) Increase appropriation by \$3,900,000.</p> <p>A) Of the increased appropriation, \$3,900,000 is provided solely for operational expenditures at TRAC.</p> |

(This action arises from the need to increase funding to support operations at TRAC.) (Council Sponsors: Council President Beggs and Council Member Kinnear)

**Kim McCollim**

## **EMERGENCY ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36394 Relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations, and declaring an emergency. (Council Sponsors: Council Members Stratton, Cathcart, and Bingle)  
**Mary Muramatsu**
- ORD C36395 Relating to Spokane Municipal Court, and amending Sections 05A.01.010, 05A.09.010, and 05A.18.020 of the Spokane Municipal Code, and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Kinnear)  
**Breean Beggs**
- ORD C36396 Relating to the regulation of illegal activities in public spaces, amending 12.06A.040 of the Spokane Municipal Code, and repealing Chapter 10.76 of the Spokane Municipal Code, and declaring an emergency. (Council Sponsor: Council President Beggs)  
**Breean Beggs**
- ORD C36397 Relating to Office of Police Ombudsman Commission; amending Section 04.32.030 of the Spokane Municipal Code concerning the Office of Police Ombudsman; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Stratton)  
**Breean Beggs**
- ORD C36398 Establishing the Spokane Opioid Abatement Council and defining its composition, powers and duties; adopting a new chapter 04.39 to Title 04 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Wilkerson)  
**Breean Beggs**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0042 Acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$500,000 in TIF funding for a program to partially repay permanently affordable housing developers for property purchase costs in the West Central Neighborhood. (Council Sponsors: Council Members Stratton and Zappone)  
**Kevin Freibott**
- RES 2023-0043 (To be considered under Special Considerations Item S1.b.)

- RES 2023-0044 (To be considered under Hearings Item H1.)
- ORD C36388 (To be considered under Hearings Item H2.)
- ORD C36389 (To be considered under Special Considerations Item S1.a.)
- ORD C36390 (To be considered under Hearings Item H3.)

## FIRST READING ORDINANCES

- ORD C36391 Relating to the regulation of short-term rentals; amending Spokane Municipal Code (SMC) Sections 17C.316.010, 17C.316.020, 17C.316.030, 17C.316.040, 17C.316.050, 17C.316.060, and 17C.316.070; and setting an effective date. (Council Sponsors: Council President Beggs and Council Member Kinneary)  
**Amanda Beck**
- ORD C36392 Relating to fees on short-term rentals and short-term rental platforms; amending Spokane Municipal Code (SMC) Sections 08.02.034, 08.02.066, and 08.08.010; adopting a new section 08.02.090 to chapter 08.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Beggs and Council Member Kinneary)  
**Amanda Beck**

FURTHER ACTION DEFERRED

## SPECIAL CONSIDERATIONS

### RECOMMENDATION

- |       |  |                                 |               |
|-------|--|---------------------------------|---------------|
| S1.a. | Final Reading 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 and repealing sections 59 and 60 of the Spokane City Charter. (Council Sponsors: Council Members Cathcart and Bingle)<br><b>Council Member Cathcart</b>  | Pass Upon<br>Roll Call<br>Vote  | ORD C36389    |
| b.    | Resolution 2023-0043 requesting the Spokane County Auditor to hold a special election in conjunction with the scheduled general election on November 7, 2023, 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. (Council Sponsors: Council Members Cathcart and Bingle) <b>Council Member Cathcart</b> | Adopt<br>Upon Roll<br>Call Vote | RES 2023-0043 |

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## HEARINGS

### RECOMMENDATION

- |     |   |                                 |                              |
|-----|---|---------------------------------|------------------------------|
| H1. | Hearing on Resolution 2023-0044 adopting the 2024-2029 Six-Year Comprehensive Street Program. (Various Neighborhoods) (Council Sponsor: Council Member Kinnear)<br><b>Kevin Picanco</b>   | Adopt<br>Upon Roll<br>Call Vote | RES 2023-0044<br>ENG 2023015 |
| H2. | Final Reading Ordinance C36388 extending and renewing Ordinance C36232, as amended by Ordinance No. C36296, an interim zoning ordinance codified in Chapter 17C.400 SMC establishing interim zoning regulations concerning permitting and encouraging the construction of low-intensity residential buildings in residential zoning districts and multi-family housing in center and corridor zoning districts. (Council Sponsors: Council Members Cathcart and Wilkerson)<br><b>Kevin Freibott</b> | Pass<br>Upon Roll<br>Call Vote  | ORD C36388                   |
| H3. | Final Reading Ordinance C36390 relating to the building code; amending SMC section 17G.010.030, Expiration of Building Permits. (Council Sponsors: Council Members Cathcart and Bingle)<br><b>Dean Giles</b>  | Pass<br>Upon Roll<br>Call Vote  | ORD C36390                   |

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**Motion to Approve Advance Agenda for June 12, 2023**  
(per Council Rule 2.1.2)

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### ADJOURNMENT

The June 12, 2023, Regular Legislative Session of the City Council will be held and is adjourned to June 26, 2023.

**NOTE:** There is no meeting scheduled for June 19, 2023, as this day is designated Juneteenth Holiday. A regularly scheduled City Council meeting will not be held on Tuesday, June 20, 2023.

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**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 also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [dmoss@spokanecity.org](mailto:dmoss@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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## NOTES



**Agenda Sheet for City Council Meeting of:**  
05/15/2023

<b>Date Rec'd</b>	2/15/2023
<b>Clerk's File #</b>	OPR 2023-0246
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2022-0777
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	TOM WILLIAMS 7002
<b>Contact E-Mail</b>	TMWILLIAMS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1970 SREC SERVICE LEVEL AGREEMENT

**Agenda Wording**

Council to adopt the Service Level Agreement proposed by Spokane Regional Emergency Communications for the dispatch of fire related emergency services.

**Summary (Background)**

The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

Expense	\$ 150,000 month	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SCHAEFFER, BRIAN	<b><u>Study Session\Other</u></b>	1/23/23 Committee Meeting
<b><u>Division Director</u></b>	SCHAEFFER, BRIAN	<b><u>Council Sponsor</u></b>	Council Members Cathcart and Bingle
<b><u>Finance</u></b>	SCHMITT, KEVIN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	HARRINGTON, MARGARET	Lori.Markham@srec911.org	
<b><u>For the Mayor</u></b>	PERKINS, JOHNNIE	tmwilliams@spokanecity.org	
<b><u>Additional Approvals</u></b>		bschaeffer@spokanecity.org	
<b><u>Purchasing</u></b>		lsmithson@spokanecity.org	
		kschmitt	

## SERVICE LEVEL AGREEMENT REGARDING EMERGENCY COMMUNICATIONS SERVICES

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2023 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

### RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

### OPERATIVE PROVISIONS

#### 1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

#### 2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

6.1 The PROVIDER shall protect, defend, indemnify, and hold harmless the RECIPIENT, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The PROVIDER will not be required to indemnify, defend, or save harmless the RECIPIENT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the RECIPIENT. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

6.2 The RECIPIENT agrees to protect, defend, indemnify, and hold harmless the PROVIDER its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The RECIPIENT will not be required to indemnify, defend, or save harmless the PROVIDER if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused



by the sole negligence of the PROVIDER. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
  - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
  - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

PROVIDER

Spokane Regional Emergency Communications  
Attn: Executive Director  
1620 N. Rebecca Street  
Spokane, WA 99217  
Phone: (509) 532-8911  
Email: Lori.Markham@srec911.org

RECIPIENT

Fire Service Agency Spokane Fire Department  
Attn: Brian Schaeffer  
44 West Riverside Ave  
Spokane, WA 99201  
Phone: 509-625-7000  
Email: bschaeffer@spokane-fire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

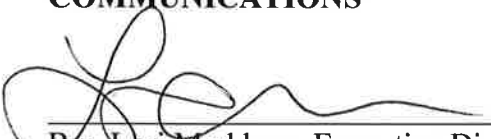
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY  
COMMUNICATIONS**

**CITY OF SPOKANE**

  
By: Lori Markham, Executive Director

  
By:

## **EXHIBIT "A"**

### **Description of Services**

**SERVICES by PROVIDER for RECIPIENT shall be defined as:**

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

### **DEFINITIONS**

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

### **SERVICES**

#### **1. 911 Emergency Call Taking**

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

#### **2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)**

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
  - Structure Fire calls.
  - Brush Fire calls.

- Hazmat calls.
- Rescue calls (Tech, Water, and Extrication).
- Motor vehicle accidents.
- MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

#### **Staffing:**

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

#### **Training/Hiring:**

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

#### **The Fire Service Communication Advisory Board (RECIPIENT):**

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

#### **Authority, Duties and Responsibilities of RECIPIENT:**

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.



- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
  - (1) Establish or modify performance criteria to measure the type and level of service, or;
  - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

**RECIPIENT may:**

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

**The Fire Service Communications Advisory Board Members:**

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3<sup>rd</sup>) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

#### **RECIPIENT Meetings:**

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

#### **Contracting Agency Responsibilities:**

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.

- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

### **Cooperative Development Requirements:**

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

### **3. Radio Network devices and system support:**

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.

**Agenda Sheet for City Council Meeting of:**

06/12/2023

<b><u>Date Rec'd</u></b>	5/24/2023
<b><u>Clerk's File #</u></b>	OPR 2023-0574
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	RE 20310

<b><u>Submitting Dept</u></b>	COMMUNITY AND ECONOMIC DEVELOPMENT
<b><u>Contact Name/Phone</u></b>	TAMI PALMQUIST 6157
<b><u>Contact E-Mail</u></b>	TPALMQUIST@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	0750 - CED PURCHASE OF FURNITURE

**Agenda Wording**

Purchase from Contract Design Associates of desks and cubicle walls for CED Division, utilizing the Omnia Partners Contract No. 2020000622 -

**Summary (Background)**

The Community and Economic Development Division is in the process of moving Planning and Economic Development (0650) from the 6th Floor to the Third Floor. The current configuration of the east and west side of the Third floor does not accommodate this move. These purchases will allow the division to replace outdated and broken desks along with installing modular cubicle walls to create a re-design that will provide additional work spaces to accommodate the necessary staffing levels.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 68,408.17	<b><u>Budget Account</u></b>	# 0750-30210-58700-53505
Expense	\$ 59,306.06		# 0650-30210-58620-53505
Expense	\$ 28,928.90		# 4700-30210-24100-53505
Expense	\$ 29,601.00		# 4700-30210-24100-53505

**Approvals**

<b><u>Dept Head</u></b>	GARDNER, SPENCER
<b><u>Division Director</u></b>	MACDONALD, STEVEN
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON, MARGARET
<b><u>For the Mayor</u></b>	PERKINS, JOHNNIE

**Council Notifications**

<b><u>Study Session\Other</u></b>	PSCH 6//2023
<b><u>Council Sponsor</u></b>	CM Bingle

**Distribution List****Additional Approvals****Purchasing**


## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Submitting Department</b>	Community and Economic Development Division
<b>Contact Name</b>	Tami Palmquist
<b>Contact Email &amp; Phone</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a> 625-6157
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	0650, 0750, 4700 – CED Furniture Purchase
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The Community and Economic Development Division is in the process of moving Planning and Economic Development (0650) from the 6th Floor to the Third Floor. The current configuration of the east and west side of the Third floor does not accommodate this move. These purchases will allow the division to replace outdated and broken desks along with installing modular cubicle walls to create a re-design that will provide additional workspaces to accommodate the necessary staffing levels.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b> Total Cost: <u>\$182,35513</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: 0560, 0750, 4700 2023 Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? N/A – This will not have an effect as it is a furniture purchase.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This will not have an effect as it is a furniture purchase	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We worked with the vendor and several design models were evaluated for space and cost efficiency.	
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 design features are in line with similar products purchased for other City Departments	



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P/F: 406.220.8200

# PROPOSAL

**PROPOSAL #: 50956**

**DATE:** 05/08/23

**PROJECT #:** 9-245

## PROPOSAL FOR: 1746

CITY OF SPOKANE  
ATTN: ACCOUNTS PAYABLE  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## INSTALL AT:

CITY HALL - 3RD FLOOR  
MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## CUSTOMER P.O.

## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	7	HAT2-MID-L-SI	Rectangular Mid-Hat Two Legs	413.60	2,895.20
2	7	E1109.3830J	+Frame,Npwr Access Holes W/Com Pt Lc 38H 30W	194.88	1,364.16
		HF	+inner tone light		
		HF	+inner tone light		
3	6	E1109.5424J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 24W	201.84	1,211.04
		HF	+inner tone light		
		HF	+inner tone light		
4	12	E1109.5430J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 30W	220.11	2,641.32
		HF	+inner tone light		
		HF	+inner tone light		
5	2	E1109.5442G	+Frame,Pwr 4-Circ W/Com Pt Lc 54H 42W	332.05	664.10
		HF	+inner tone light		
		HF	+inner tone light		
6	2	E1109.5442J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 42W	259.26	518.52
		HF	+inner tone light		
		HF	+inner tone light		
7	2	E1109.5448G	+Frame,Pwr 4-Circ W/Com Pt Lc 54H 48W	350.32	700.64
		HF	+inner tone light		
		HF	+inner tone light		
8	2	E1109.8642G	+Frame,Pwr 4-Circ W/Com Pt Lc 86H 42W	381.35	762.70
		HF	+inner tone light		
		HF	+inner tone light		
9	2	E1109.8648G	+Frame,Pwr 4-Circ W/Com Pt Lc 86H 48W	399.91	799.82
		HF	+inner tone light		
		HF	+inner tone light		
10	7	E1120.38	+Draw Rod 38H	13.34	93.38





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SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
11	16	E1120.54	+Draw Rod 54H	13.63	218.08
12	2	E1120.86	+Draw Rod 86H	17.11	34.22
13	1	E1210.54	+Wall Start 54H	84.10	84.10
		HF	+inner tone light		
14	1	E1210.86	+Wall Start 86H	104.40	104.40
		HF	+inner tone light		
15	2	E1212.70	+Wall Start Filler	68.44	136.88
16	7	E1220.54SRN	+Conn,2-Way 90 Vinyl,Npwr 54H	127.02	889.14
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
17	1	E1220.86SRN	+Conn,2-Way 90 Vinyl,Npwr 86H	156.60	156.60
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
18	1	E1230.54SN	+Conn,3-Way 90 Vinyl,Npwr 54H	166.46	166.46
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
19	1	E1230.86SE	+Conn,3-Way 90 Vinyl,Pwr 86H	224.17	224.17
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
20	1	E1240.54FE	+Conn,4-Way 90,Pwr 54H	202.71	202.71
		HF	+inner tone light		
21	7	E1250.38S	+Fin End,Std 38H	36.54	255.78
		HF	+inner tone light		
22	7	E1251.16S	+Chg of Ht Fin End Std 16H	28.42	198.94
		HF	+inner tone light		



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MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
23	2	E1251.32S HF	+Chg of Ht Fin End Std 32H +inner tone light	35.09	70.18
24	2	E1311.A HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg +inner tone light	95.41	190.82
25	1	E1311.B HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg +inner tone light	95.41	95.41
26	1	E1311.C HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg +inner tone light	95.41	95.41
27	2	E1322.06E HF	+Power Entry,Ext. Dir Con 4-Circ,6Ft L	84.39	168.78
28	4	E1415.1642T HF TR	+Tile,Window Top 16H 42W +inner tone light +clear	92.22	368.88
29	4	E1415.1648T HF TR	+Tile,Window Top 16H 48W +inner tone light +clear	104.11	416.44
30	3	E1420.1624F 8T 18	+Tile,Face Fabric 16H 24W +crossing-Pr Cat 1 +crossing indigo	42.34	127.02
31	21	E1420.1624F 8T 19	+Tile,Face Fabric 16H 24W +crossing-Pr Cat 1 +crossing shale	42.34	889.14
32	12	E1420.1624P HF	+Tile,Face Pntd 16H 24W +inner tone light	26.10	313.20
33	13	E1420.1630F 8T 18	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing indigo	44.37	576.81
34	43	E1420.1630F 8T 19	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing shale	44.37	1,907.91



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	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
35	38	E1420.1630P HF	+Tile,Face Pntd 16H 30W +inner tone light	27.84	1,057.92
36	2	E1420.1642F 8T 18	+Tile,Face Fabric 16H 42W +crossing-Pr Cat 1 +crossing indigo	52.20	104.40
37	22	E1420.1642F 8T 19	+Tile,Face Fabric 16H 42W +crossing-Pr Cat 1 +crossing shale	52.20	1,148.40
38	16	E1420.1642P HF	+Tile,Face Pntd 16H 42W +inner tone light	34.22	547.52
39	16	E1420.1648F 8T 19	+Tile,Face Fabric 16H 48W +crossing-Pr Cat 1 +crossing shale	56.84	909.44
40	12	E1420.1648P HF	+Tile,Face Pntd 16H 48W +inner tone light	36.25	435.00
41	6	E1425.1630 HF	+Tile,Rail 16H 30W +inner tone light	93.09	558.54
42	7	E2393.30L HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Left +inner tone light +on module	18.85	131.95
43	7	E2393.30R HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Right +inner tone light +on module	18.85	131.95
44	6	EWS10.3054L F HF HF	+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 30D 54W +inner tone light +inner tone light	189.37	1,136.22
45	1	EWS10.3060L F HF HF	+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 30D 60W +inner tone light +inner tone light	197.20	197.20



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	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
46	1	DT1CS.42LX	+Everywhere Round Table,Squared Edge,Lam Top/Thermo Edge,4-Column Base 42Dia	680.04	680.04
		HF	+inner tone light		
		HF	+inner tone light		
		MS	+metallic silver		
		57	+glides		
47	1	ZCELA	Exact Size File Top Squared Vinyl Edge Lam Top	227.48	227.48
		D01	depth 15.00in - 30.00in		
		29.00	User Entry		
		W06	width 72.01in - 84.00in		
		82.00	User Entry		
		EZ	standard hmi high-pressure laminates		
		HF	inner tone light		
		HF	inner tone light		
48	6	ZCELA	Exact Size File Top Squared Vinyl Edge Lam Top	259.60	1,557.60
		D01	depth 15.00in - 30.00in		
		29.00	User Entry		
		W07	width 84.01in - 96.00in		
		88.00	User Entry		
		EZ	standard hmi high-pressure laminates		
		HF	inner tone light		
		HF	inner tone light		
49	7	LW100.20BBF	+Ped W-Pull,Freestd 20D B/B/F	240.41	1,682.87
		SR	+3/4-extension roller slides on box drawer, full-e		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KC	+keyed differently, chrome		
		1F	+standard height		
		NN	+none		



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	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
50	2	HAT2-MID-L-SI	SUBTOTAL: CODE ENFORCEMENT Rectangular Mid-Hat Two Legs	413.60	30,048.89 827.20
51	1	E1109.3830J	+Frame,Npwr Access Holes W/Com Pt Lc 38H 30W	194.88	194.88
		HF	+inner tone light		
		HF	+inner tone light		
52	1	E1109.5424J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 24W	201.84	201.84
		HF	+inner tone light		
		HF	+inner tone light		
53	3	E1109.5430J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 30W	220.11	660.33
		HF	+inner tone light		
		HF	+inner tone light		
54	1	E1109.8624J	+Frame,Npwr Access Holes W/Com Pt Lc 86H 24W	251.72	251.72
		HF	+inner tone light		
		HF	+inner tone light		
55	6	E1109.8630G	+Frame,Pwr 4-Circ W/Com Pt Lc 86H 30W	342.78	2,056.68
		HF	+inner tone light		
		HF	+inner tone light		
56	2	E1109.8630J	+Frame,Npwr Access Holes W/Com Pt Lc 86H 30W	270.57	541.14
		HF	+inner tone light		
		HF	+inner tone light		
57	1	E1120.38	+Draw Rod 38H	13.34	13.34
58	3	E1120.54	+Draw Rod 54H	13.63	40.89
59	7	E1120.86	+Draw Rod 86H	17.11	119.77



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	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
60	1	E1210.86	+Wall Start 86H	104.40	104.40
		HF	+inner tone light		
61	1	E1212.70	+Wall Start Filler	68.44	68.44
62	1	E1220.54SRN	+Conn,2-Way 90 Vinyl,Npwr 54H	127.02	127.02
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
63	2	E1220.86SRN	+Conn,2-Way 90 Vinyl,Npwr 86H	156.60	313.20
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
64	1	E1230.86SE	+Conn,3-Way 90 Vinyl,Pwr 86H	224.17	224.17
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
65	1	E1250.38S	+Fin End,Std 38H	36.54	36.54
		HF	+inner tone light		
66	1	E1250.54S	+Fin End,Std 54H	39.15	39.15
		HF	+inner tone light		
67	1	E1251.16S	+Chg of Ht Fin End Std 16H	28.42	28.42
		HF	+inner tone light		
68	2	E1251.32S	+Chg of Ht Fin End Std 32H	35.09	70.18
		HF	+inner tone light		
69	1	E1311.B	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	95.41	95.41
		HF	+inner tone light		
70	1	E1322.06E	+Power Entry,Ext. Dir Con 4-Circ,6Ft L	84.39	84.39
71	2	E1415.1624T	+Tile,Window Top 16H 24W	69.02	138.04
		HF	+inner tone light		
		TR	+clear		



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1 North Monroe, Suite 100  
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F: 509.623.1777

**Missoula Showroom**  
1330 W Broadway St.  
Missoula, MT 59802  
P/F: 406.926.3313

**Bozeman Showroom**  
212 Shepherd Trail, Unit A  
Bozeman, MT 59718  
P/F: 406.220.8200

# PROPOSAL

**PROPOSAL #: 50956**

**DATE:** 05/08/23

**PROJECT #:** 9-245

**PROPOSAL FOR:** 1746

CITY OF SPOKANE  
ATTN: ACCOUNTS PAYABLE  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

**INSTALL AT:**

CITY HALL - 3RD FLOOR  
MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

**CUSTOMER P.O.**

**PAYMENT TERMS**

**QUOTE VALID**

**SALESPERSON**

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
72	4	E1415.1630T HF TR	+Tile,Window Top 16H 30W +inner tone light +clear	74.53	298.12
73	1	E1420.1624F 8T 18	+Tile,Face Fabric 16H 24W +crossing-Pr Cat 1 +crossing indigo	42.34	42.34
74	9	E1420.1624F 8T 19	+Tile,Face Fabric 16H 24W +crossing-Pr Cat 1 +crossing shale	42.34	381.06
75	4	E1420.1624P HF	+Tile,Face Pntd 16H 24W +inner tone light	26.10	104.40
76	4	E1420.1630F 8T 18	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing indigo	44.37	177.48
77	56	E1420.1630F 8T 19	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing shale	44.37	2,484.72
78	24	E1420.1630P HF	+Tile,Face Pntd 16H 30W +inner tone light	27.84	668.16
79	2	E1425.1630 HF	+Tile,Rail 16H 30W +inner tone light	93.09	186.18
80	2	E2393.30L HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Left +inner tone light +on module	18.85	37.70
81	2	E2393.30R HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Right +inner tone light +on module	18.85	37.70
82	2	EWS10.3054L F HF HF	+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 30D 54W +inner tone light +inner tone light	189.37	378.74





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## INSTALL AT:

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MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## CUSTOMER P.O.

## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
83	2	ZCELA	Exact Size File Top Squared Vinyl Edge Lam Top D01 depth 15.00in - 30.00in 29.00 User Entry W07 width 84.01in - 96.00in 88.00 User Entry EZ standard hmi high-pressure laminates HF inner tone light HF inner tone light	259.60	519.20
84	2	LW100.20BBF	+Ped W-Pull, Freestd 20D B/B/F SR +3/4-extension roller slides on box drawer, full-e SS +smooth paint on smooth steel HF +inner tone light KC +keyed differently, chrome 1F +standard height NN +none	240.41	480.82
85	2	LW100.20FF	+Ped W-Pull, Freestd 20D F/F SB +full-extension ball-bearing SS +smooth paint on smooth steel HF +inner tone light KC +keyed differently, chrome 1F +standard height NN +none	220.37	440.74
86	2	HAT2-MID-L-SI	SUBTOTAL: HISTORIC PRESERVATION Rectangular Mid-Hat Two Legs	413.60	12,474.51 827.20
87	1	Y1113.60NL	+Modesty Panel, w/o added cable trough, Lam Top/TP Edge 60W WL +sandstone WL +sandstone	185.24	185.24
88	1	Y1113.72NL	+Modesty Panel, w/o added cable trough, Lam Top/TP Edge 72W WL +sandstone	200.20	200.20

CONTINUED...





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SPOKANE WA 99201

## INSTALL AT:

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MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
89	1	WL E1109.5436N	+sandstone +Frame,Npwr No Access 54H 36W	236.93	236.93
		HF	+inner tone light		
90	1	HF E1109.8630N	+inner tone light +Frame,Npwr No Access 86H 30W	267.09	267.09
		HF	+inner tone light		
91	6	HF E1109.8642N	+inner tone light +Frame,Npwr No Access 86H 42W	305.37	1,832.22
		HF	+inner tone light		
92	3	HF E1109.8648N	+inner tone light +Frame,Npwr No Access 86H 48W	325.38	976.14
		HF	+inner tone light		
93	6	HF E1120.86	+inner tone light +Draw Rod 86H	17.11	102.66
94	2	E1212.70	+Wall Start Filler	68.44	136.88
95	1	E1220.86SRN	+Conn,2-Way 90 Vinyl,Npwr 86H	156.60	156.60
		HF	+inner tone light		
		HF	+inner tone light		
96	1	HF E1222.86SN	+inner tone light +Spacer Vinyl,Npwr 86H	168.49	168.49
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
97	2	HF E1230.86SN	+inner tone light +Conn,3-Way 90 Vinyl,Npwr 86H	207.35	414.70
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		



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MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

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## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
98	1	E1250.54S HF	+Fin End,Std 54H +inner tone light	39.15	39.15
99	1	E1250.86S HF	+Fin End,Std 86H +inner tone light	48.43	48.43
100	1	E1251.32S HF	+Chg of Ht Fin End Std 32H +inner tone light	35.09	35.09
101	2	E1415.1630T HF TR	+Tile,Window Top 16H 30W +inner tone light +clear	74.53	149.06
102	10	E1415.1642T HF TR	+Tile,Window Top 16H 42W +inner tone light +clear	92.22	922.20
103	6	E1415.1648T HF TR	+Tile,Window Top 16H 48W +inner tone light +clear	104.11	624.66
104	1	E1420.1630F 8T 18	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing indigo	44.37	44.37
105	7	E1420.1630F 8T 19	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing shale	44.37	310.59
106	1	E1420.1636F 8T 18	+Tile,Face Fabric 16H 36W +crossing-Pr Cat 1 +crossing indigo	49.30	49.30
107	5	E1420.1636F 8T 19	+Tile,Face Fabric 16H 36W +crossing-Pr Cat 1 +crossing shale	49.30	246.50
108	1	E1420.1642F 8T 18	+Tile,Face Fabric 16H 42W +crossing-Pr Cat 1 +crossing indigo	52.20	52.20
109	49	E1420.1642F 8T 19	+Tile,Face Fabric 16H 42W +crossing-Pr Cat 1 +crossing shale	52.20	2,557.80



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MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
110	3	E1420.1648F 8T 18	+Tile,Face Fabric 16H 48W +crossing-Pr Cat 1 +crossing indigo	56.84	170.52
111	21	E1420.1648F 8T 19	+Tile,Face Fabric 16H 48W +crossing-Pr Cat 1 +crossing shale	56.84	1,193.64
112	2	ZCELA D01 29.00 W07 88.00 EZ HF HF	Exact Size File Top Squared Vinyl Edge Lam Top depth 15.00in - 30.00in User Entry width 84.01in - 96.00in User Entry standard hmi high-pressure laminates inner tone light inner tone light	259.60	519.20
113	2	DT1AS.2466L C HF HF MS 57 NTG	+Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,C-Leg 24D 66W +inner tone light +inner tone light +metallic silver +glides +no grommet	539.09	1,078.18
114	1	DT1CS.42LX HF HF MS 57	+Everywhere Round Table,Squared Edge,Lam Top/Thermo Edge,4-Column Base 42Dia +inner tone light +inner tone light +metallic silver +glides	585.59	585.59
115	2	LW100.20BBF SR SS HF KC	+Ped W-Pull,Freestd 20D B/B/F +3/4-extension roller slides on box drawer, full-e +smooth paint on smooth steel +inner tone light +keyed differently, chrome	240.41	480.82

CONTINUED...



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# PROPOSAL

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**DATE:** 05/08/23

**PROJECT #:** 9-245

**PROPOSAL FOR: 1746**

CITY OF SPOKANE  
ATTN: ACCOUNTS PAYABLE  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

**INSTALL AT:**

CITY HALL - 3RD FLOOR  
MANAGEMENT, HISTORIC PRESERVATION  
CODE ENFORCEMENT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
116	2	1F NN LW100.20FF SB SS HF KC 1F NN	+standard height +none +Ped W-Pull, Freestd 20D F/F +full-extension ball-bearing +smooth paint on smooth steel +inner tone light +keyed differently, chrome +standard height +none	220.37	440.74
117	1	LABOR	SUBTOTAL: MANAGEMENT Delivery Installation Services  Omnia Contract 2020000622	5,184.00	15,052.39 5,184.00
COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST					

THANK YOU FOR YOUR BUSINESS!!!  
By acceptance of this proposal, I acknowledge and agree  
with the seller's standard terms and conditions.

ACCEPTED BY \_\_\_\_\_ DATE ACCEPTED \_\_\_\_\_  
Page 13 of 13

SUBTOTAL	62,759.79
SALES TAX	5,648.38
<b>TOTAL</b>	<b>68,408.17</b>



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# PROPOSAL

**PROPOSAL #: 50966**

**DATE:** 05/09/23

**PROJECT #:** 9-245

## PROPOSAL FOR: 1746

CITY OF SPOKANE  
ATTN: ACCOUNTS PAYABLE  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## INSTALL AT:

CITY OF SPOKANE  
CITY HALL - 3RD FLOOR  
DSC  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	HAT2-MID-L-SI	Rectangular Mid-Hat Two Legs	413.60	827.20
2	2	E1109.3830J	+Frame,Npwr Access Holes W/Com Pt Lc 38H 30W	194.88	389.76
		HF	+inner tone light		
		HF	+inner tone light		
3	2	E1109.5424J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 24W	201.84	403.68
		HF	+inner tone light		
		HF	+inner tone light		
4	4	E1109.5430J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 30W	220.11	880.44
		HF	+inner tone light		
		HF	+inner tone light		
5	1	E1109.7042G	+Frame,Pwr 4-Circ W/Com Pt Lc 70H 42W	356.99	356.99
		HF	+inner tone light		
		HF	+inner tone light		
6	2	E1109.8642G	+Frame,Pwr 4-Circ W/Com Pt Lc 86H 42W	381.35	762.70
		HF	+inner tone light		
		HF	+inner tone light		
7	2	E1109.8648G	+Frame,Pwr 4-Circ W/Com Pt Lc 86H 48W	399.91	799.82
		HF	+inner tone light		
		HF	+inner tone light		
8	2	E1120.38	+Draw Rod 38H	13.34	26.68
9	5	E1120.54	+Draw Rod 54H	13.63	68.15
10	3	E1120.70	+Draw Rod 70H	16.82	50.46
11	2	E1120.86	+Draw Rod 86H	17.11	34.22



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CITY HALL - 3RD FLOOR  
DSC  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
12	1	E1210.86 HF	+Wall Start 86H +inner tone light	104.40	104.40
13	2	E1212.70	+Wall Start Filler	68.44	136.88
14	2	E1220.54SRN HF HF HF	+Conn,2-Way 90 Vinyl,Npwr 54H +inner tone light +inner tone light +inner tone light	127.02	254.04
15	1	E1220.70SRN HF HF HF	+Conn,2-Way 90 Vinyl,Npwr 70H +inner tone light +inner tone light +inner tone light	139.78	139.78
16	1	E1220.86SRN HF HF HF	+Conn,2-Way 90 Vinyl,Npwr 86H +inner tone light +inner tone light +inner tone light	156.60	156.60
17	1	E1230.86SE HF HF HF	+Conn,3-Way 90 Vinyl,Pwr 86H +inner tone light +inner tone light +inner tone light	224.17	224.17
18	2	E1250.38S HF	+Fin End,Std 38H +inner tone light	36.54	73.08
19	2	E1251.16S HF	+Chg of Ht Fin End Std 16H +inner tone light	28.42	56.84
20	2	E1251.32S HF	+Chg of Ht Fin End Std 32H +inner tone light	35.09	70.18
21	1	E1311.A HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg +inner tone light	95.41	95.41
22	1	E1311.B HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg +inner tone light	95.41	95.41



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## CUSTOMER P.O.

## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
23	2	E1322.06E	+Power Entry,Ext. Dir Con 4-Circ,6Ft L	84.39	168.78
24	3	E1354.48E	+Harness,Baseline,4-Circ,No Side Covers Pwr 48W	79.46	238.38
25	4	E1415.1642T HF TR	+Tile,Window Top 16H 42W +inner tone light +clear	92.22	368.88
26	4	E1415.1648T HF TR	+Tile,Window Top 16H 48W +inner tone light +clear	104.11	416.44
27	1	E1420.1624F 8T 18	+Tile,Face Fabric 16H 24W +crossing-Pr Cat 1 +crossing indigo	42.34	42.34
28	7	E1420.1624F 8T 19	+Tile,Face Fabric 16H 24W +crossing-Pr Cat 1 +crossing shale	42.34	296.38
29	4	E1420.1624P HF	+Tile,Face Pntd 16H 24W +inner tone light	26.10	104.40
30	4	E1420.1630F 8T 18	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing indigo	44.37	177.48
31	14	E1420.1630F 8T 19	+Tile,Face Fabric 16H 30W +crossing-Pr Cat 1 +crossing shale	44.37	621.18
32	12	E1420.1630P HF	+Tile,Face Pntd 16H 30W +inner tone light	27.84	334.08
33	1	E1420.1642F 8T 18	+Tile,Face Fabric 16H 42W +crossing-Pr Cat 1 +crossing indigo	52.20	52.20
34	19	E1420.1642F 8T 19	+Tile,Face Fabric 16H 42W +crossing-Pr Cat 1 +crossing shale	52.20	991.80



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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
35	4	E1420.1642P HF	+Tile,Face Pntd 16H 42W +inner tone light	34.22	136.88
36	12	E1420.1648F 8T 19	+Tile,Face Fabric 16H 48W +crossing-Pr Cat 1 +crossing shale	56.84	682.08
37	4	E1420.1648P HF	+Tile,Face Pntd 16H 48W +inner tone light	36.25	145.00
38	2	E1425.1630 HF	+Tile,Rail 16H 30W +inner tone light	93.09	186.18
39	4	E2393.30L HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Left +inner tone light +on module	18.85	75.40
40	4	E2393.30R HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Right +inner tone light +on module	18.85	75.40
41	1	E3130.42 HF	+Shelf,E-Style 7-1/2H 42W +inner tone light	111.65	111.65
42	3	E3130.48 HF	+Shelf,E-Style 7-1/2H 48W +inner tone light	115.42	346.26
43	2	EWS10.3054L F HF HF	+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 30D 54W +inner tone light +inner tone light	189.37	378.74
44	1	EWS10.3090L F HF HF	+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 30D 90W +inner tone light +inner tone light	292.32	292.32
45	1	EWS10.3096L F HF HF	+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 30D 96W +inner tone light +inner tone light	305.66	305.66





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Missoula, MT 59802  
P/F: 406.926.3313

Bozeman Showroom  
212 Shepherd Trail, Unit A  
Bozeman, MT 59718  
P/F: 406.220.8200

# PROPOSAL

**PROPOSAL #: 50966**

**DATE:** 05/09/23

**PROJECT #:** 9-245

**PROPOSAL FOR:** 1746

CITY OF SPOKANE  
ATTN: ACCOUNTS PAYABLE  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

**INSTALL AT:**

CITY OF SPOKANE  
CITY HALL - 3RD FLOOR  
DSC  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

**CUSTOMER P.O.**

**PAYMENT TERMS**

**QUOTE VALID**

**SALESPERSON**

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
46	2	ZCELA	Exact Size File Top Squared Vinyl Edge Lam Top D01 depth 15.00in - 30.00in 29.00 User Entry W07 width 84.01in - 96.00in 88.00 User Entry EZ standard hmi high-pressure laminates HF inner tone light HF inner tone light	259.60	519.20
47	3	LW100.20BBF	+Ped W-Pull, Freestd 20D B/B/F SR +3/4-extension roller slides on box drawer, full-e SS +smooth paint on smooth steel HF +inner tone light KC +keyed differently, chrome 1F +standard height NN +none	240.41	721.23
48	1	DT1CS.48LP	SUBTOTAL: INSPECTORS +Everywhere Round Table, Squared Edge, Lam Top/Thermo Edge, Post Leg 48Dia HF +inner tone light HF +inner tone light MS +metallic silver 57 +glides	527.62	13,795.23 527.62
49	6	GNBR.60	+Beams, Rectangular Primary 60W CL +cool grey neutral	80.84	485.04
50	6	GNHPF.	+Hardware Pack, Fixed Surfaces, Rect Primary	32.43	194.58
51	2	GNLFEN.60	+Engage Leg, Desk End, Double, Fixed Hgt 60D MS +metallic silver	245.34	490.68



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DSC  
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SPOKANE WA 99201

## CUSTOMER P.O.

## PAYMENT TERMS

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NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
52	2	GNLFSN.R60	@Engage Leg, Intermediate Desk for Perf Rail, Fixed Hgt, 60D	252.86	505.72
		MS	@metallic silver		
53	1	GNRC.02	@End Cap for Perf Rail, Pkg Qty 2	9.40	9.40
54	3	GNRD.60	@Perf Rail, Back-to-Back Application, 60W	234.53	703.59
55	3	GNSDRS.4660	@Flat Edge Screen, Desk Up, Frameless Fabric, Performance Rail, 46H 60W	228.42	685.26
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
56	4	GNSPXT.M	@Screen, Delineation, Frameless Fabric, Mid-run on Back-to-Back applications	215.73	862.92
		MS	@metallic silver		
		8T	+crossing-Pr Cat 1		
		18	+crossing indigo		
57	6	GNTRR.3060N L	@Primary Wksurf, Rect, Perf Rail, No Access Cut-out, Lam Top/Thermo Edge, 30D 60W	166.38	998.28
		HF	@inner tone light		
		HF	@inner tone light		
58	4	1B2JK7-	+Lock Plug and Key,Chrome UM Series	3.18	12.72
		227	+key number 227		
59	4	26-3618-3N	+File,FS Lat Std Pull,3 11 3/4" Dwr 36W 18D	715.44	2,861.76
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		NT	+no top		
		KA	+keyed alike		
		B3	+2 1/4"-high base		
		NO	+no counterweight (must gang or anchor)		
		9P	+front-to-back filing rail		



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05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
60	1	FSEL-3736	@File Surround End, Lam Top/Thermo Edge 37.5H 36D	223.52	223.52
		HF	@inner tone light		
		HF	@inner tone light		
61	1	FSL-37	@Meridian Storage Surround Support Legs, Square 37H	236.72	236.72
		SS	@smooth paint on smooth steel		
		MS	@metallic silver		
62	1	FSTL-10836	@Storage Surround Top, Lam Top/Thermo Edge 108W 36D	667.04	667.04
		HF	@inner tone light		
		HF	@inner tone light		
63	3	HAT2-MID-S-SI	SUBTOTAL: MISCELLANEOUS Rectangular Mid-Hat Two Legs	413.60	9,464.85 1,240.80
64	1	LABOR	SUBTOTAL: PERMIT TECHS Delivery Installation Services	2,656.00	1,240.80 2,656.00
			Omnia Contract 2020000622		
COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST					

SUBTOTAL 27,156.88

SALES TAX 2,444.12

**TOTAL 29,601.00**

THANK YOU FOR YOUR BUSINESS!!!

By acceptance of this proposal, I acknowledge and agree  
with the seller's standard terms and conditions.

ACCEPTED BY \_\_\_\_\_ DATE ACCEPTED \_\_\_\_\_



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# PROPOSAL

**PROPOSAL #: 50967**

**DATE:** 05/09/23

**PROJECT #:** 9-245

## PROPOSAL FOR: 1746

CITY OF SPOKANE  
ATTN: ACCOUNTS PAYABLE  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## INSTALL AT:

CITY OF SPOKANE  
CITY HALL - 3RD FLOOR  
ENGINEERING  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## CUSTOMER P.O.

## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	8	HAT2-MID-L-SI	Rectangular Mid-Hat Two Legs	413.60	3,308.80
2	12	E1109.3830J	+Frame,Npwr Access Holes W/Com Pt Lc 38H 30W	194.88	2,338.56
		HF	+inner tone light		
		HF	+inner tone light		
3	1	E1109.7024J	+Frame,Npwr Access Holes W/Com Pt Lc 70H 24W	225.91	225.91
		HF	+inner tone light		
		HF	+inner tone light		
4	1	E1109.7030J	+Frame,Npwr Access Holes W/Com Pt Lc 70H 30W	245.63	245.63
		HF	+inner tone light		
		HF	+inner tone light		
5	2	E1109.7036J	+Frame,Npwr Access Holes W/Com Pt Lc 70H 36W	265.35	530.70
		HF	+inner tone light		
		HF	+inner tone light		
6	1	E1112.48	+Frame,Stacking 48W	119.77	119.77
7	6	E1120.38	+Draw Rod 38H	13.34	80.04
8	1	E1120.54	+Draw Rod 54H	13.63	13.63
9	2	E1120.70	+Draw Rod 70H	16.82	33.64
10	1	E1210.38	+Wall Start 38H	82.94	82.94
		HF	+inner tone light		
11	1	E1210.70	+Wall Start 70H	95.41	95.41
		HF	+inner tone light		
12	2	E1212.70	+Wall Start Filler	68.44	136.88



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## CUSTOMER P.O.

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05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
13	1	E1219.54C	+Conn,Bare 3-Way 90-Deg 54H	112.52	112.52
14	3	E1220.38SRN HF HF HF	+Conn,2-Way 90 Vinyl,Npwr 38H +inner tone light +inner tone light +inner tone light	112.52	337.56
15	1	E1230.16	+Conn,3-Way 90 Stacking	84.10	84.10
16	1	E1230.70SN HF HF HF	+Conn,3-Way 90 Vinyl,Npwr 70H +inner tone light +inner tone light +inner tone light	186.76	186.76
17	8	E1250.38S HF	+Fin End,Std 38H +inner tone light	36.54	292.32
18	1	E1250.70S HF	+Fin End,Std 70H +inner tone light	42.63	42.63
19	1	E1251.16S HF	+Chg of Ht Fin End Std 16H +inner tone light	28.42	28.42
20	4	E1251.32S HF	+Chg of Ht Fin End Std 32H +inner tone light	35.09	140.36
21	1	E1261.3S HF	+Top Cap,Conn Standard 3-Way 90 Deg Conn +inner tone light	17.98	17.98
22	1	E1272.54S HF	+Conn Cover,3-Way 90 Deg Vinyl 54H +inner tone light	63.80	63.80
23	1	E1272.70S HF	+Conn Cover,3-Way 90 Deg Vinyl 70H +inner tone light	69.02	69.02
24	1	E1278.3 HF	+Conn Side Cover,3-Way 90 Deg Conn +inner tone light	12.76	12.76
25	2	E1280.	+Conn Kit,Off-Mod 90 Deg	78.59	157.18
26	1	E1294.	+Hrdwr Kit,Stkng Frm,Chg Ht,Frm to Spcr or 3-/4-Way 90-Dgr/2-Way 120-Dgr Conn	8.12	8.12



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SPOKANE WA 99201

**INSTALL AT:**

CITY OF SPOKANE  
CITY HALL - 3RD FLOOR  
ENGINEERING  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

**CUSTOMER P.O.**

**PAYMENT TERMS**

**QUOTE VALID**

**SALESPERSON**

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
27	1	E1311.B	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	95.41	95.41
28	1	HF E1420.0842F	+inner tone light +Tile,Face Fabric 08H 42W	43.50	43.50
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
29	1	E1420.0848F	+Tile,Face Fabric 08H 48W	46.11	46.11
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
30	6	E1420.1624F	+Tile,Face Fabric 16H 24W	42.34	254.04
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
31	2	E1420.1624P	+Tile,Face Pntd 16H 24W	26.10	52.20
		HF	+inner tone light		
32	10	E1420.1630F	+Tile,Face Fabric 16H 30W	44.37	443.70
		8T	+crossing-Pr Cat 1		
		18	+crossing indigo		
33	32	E1420.1630F	+Tile,Face Fabric 16H 30W	44.37	1,419.84
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
34	14	E1420.1630P	+Tile,Face Pntd 16H 30W	27.84	389.76
		HF	+inner tone light		
35	12	E1420.1636F	+Tile,Face Fabric 16H 36W	49.30	591.60
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
36	4	E1420.1636P	+Tile,Face Pntd 16H 36W	30.45	121.80
		HF	+inner tone light		
37	1	E1480.1642F	+Upper Tile,Off-Mod,Fabric 42W	169.36	169.36
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		



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SPOKANE WA 99201

## INSTALL AT:

CITY OF SPOKANE  
CITY HALL - 3RD FLOOR  
ENGINEERING  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
38	1	E1480.1648F HF 8T 19	+Upper Tile,Off-Mod,Fabric 48W +inner tone light +crossing-Pr Cat 1 +crossing shale	187.63	187.63
39	1	E1481.0842 HF	+Lower Tile,Off-Mod 42W +inner tone light	156.60	156.60
40	1	E1481.0848 HF	+Lower Tile,Off-Mod 48W +inner tone light	164.72	164.72
41	1	E2388.B24FL HF	+Open Sprt Leg,Arch Foot,Penin/D-Shape,Outbound, For 24D,Fixed Hgt,Left-Hand +inner tone light	191.40	191.40
42	1	E2388.B24FR HF	+Open Sprt Leg,Arch Foot,Penin/D-Shape,Outbound, For 24D,Fixed Hgt,Right-Hand +inner tone light	191.40	191.40
43	2	E2396. HF OM	+Peninsula Support Bracket +inner tone light +off module	87.00	174.00
44	2	EWS34.2472L F HF HF HF OM	+Penin Surf,Rect End,Sq-Edge,Lam Top/TP Edge,Frame att 24D 72W +inner tone light +inner tone light +inner tone light +off module	179.80	359.60
45	2	FV696.57	+Stiffener, 57 3/8W	27.84	55.68
46	1	DT1AS.2442L C HF HF MS 57	+Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,C-Leg 24D 42W +inner tone light +inner tone light +metallic silver +glides	427.80	427.80

CONTINUED...





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SPOKANE WA 99201

## CUSTOMER P.O.

## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
47	5	NTG DT1AS.2448L C	+no grommet +Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,C-Leg 24D 48W	447.64	2,238.20
		HF	+inner tone light		
		HF	+inner tone light		
		MS	+metallic silver		
		57	+glides		
48	1	NTG DT1AS.2472L C	+no grommet +Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,C-Leg 24D 72W	577.22	577.22
		HF	+inner tone light		
		HF	+inner tone light		
		MS	+metallic silver		
		57	+glides		
49	2	NTG ZCELA	+no grommet Exact Size File Top Squared Vinyl Edge Lam Top	195.36	390.72
		D01	depth 15.00in - 30.00in		
		29.00	User Entry		
		W05	width 60.01in - 72.00in		
		70.00	User Entry		
		EZ	standard hmi high-pressure laminates		
		HF	inner tone light		
		HF	inner tone light		
50	6	ZCELA	Exact Size File Top Squared Vinyl Edge Lam Top	227.48	1,364.88
		D01	depth 15.00in - 30.00in		
		29.00	User Entry		
		W06	width 72.01in - 84.00in		
		76.00	User Entry		
		EZ	standard hmi high-pressure laminates		
		HF	inner tone light		

CONTINUED...





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**INSTALL AT:**

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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
51	2	1B2JK7-HF	inner tone light		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
52	2	1B2JK7-244	+key number 244		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
53	2	1B2JK7-245	+key number 245		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
54	2	1B2JK7-246	+key number 246		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
55	2	1B2JK7-247	+key number 247		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
56	2	1B2JK7-248	+key number 248		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
57	2	1B2JK7-249	+key number 249		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
58	2	1B2JK7-250	+key number 250		
			+Lock Plug and Key,Chrome UM Series	3.40	6.80
59	8	1B2JK7-251	+key number 251		
		LW100.20BBF	+Ped W-Pull,Freestd 20D B/B/F	264.26	2,114.08
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KA	+keyed alike		
		1F	+standard height		
		3M	+drawer divider in one box drawer, pencil tray in		
60	8	LW100.20FF	+Ped W-Pull,Freestd 20D F/F	228.32	1,826.56
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KA	+keyed alike		
		1F	+standard height		
		1M	+2 file converters in each file drawer		



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**INSTALL AT:**

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ENGINEERING  
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SPOKANE WA 99201

**CUSTOMER P.O.**

**PAYMENT TERMS**

**QUOTE VALID**

**SALESPERSON**

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
61	2	E1420.1648F 8T	+Tile,Face Fabric 16H 48W +crossing-Pr Cat 1	56.84	113.68
62	16	E1420.1648F 8T 18	+Tile,Face Fabric 16H 48W +crossing-Pr Cat 1 +crossing indigo	56.84	909.44
63	6	E1420.1648P 19 HF	+Tile,Face Pntd 16H 48W +crossing shale +inner tone light	36.25	217.50
64	1	LABOR	Delivery Installation Services	2,432.00	2,432.00
Omnia Contract 2020000622					
COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST					

**SUBTOTAL** 26,540.27

**SALES TAX** 2,388.63

**TOTAL** 28,928.90

THANK YOU FOR YOUR BUSINESS!!!

By acceptance of this proposal, I acknowledge and agree  
with the seller's standard terms and conditions.

ACCEPTED BY \_\_\_\_\_ DATE ACCEPTED \_\_\_\_\_

Page 7 of 7



Contract Design Associates  
www.cdainteriors.com

Spokane Showroom  
1 North Monroe, Suite 100  
Spokane, WA 99201  
P: 509.624.4220  
F: 509.623.1777

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1330 W Broadway St.  
Missoula, MT 59802  
P/F: 406.926.3313

Bozeman Showroom  
212 Shepherd Trail, Unit A  
Bozeman, MT 59718  
P/F: 406.220.8200

# PROPOSAL

**PROPOSAL #: 50968**

**DATE:** 05/09/23

**PROJECT #:** 9-245

## PROPOSAL FOR: 1746

CITY OF SPOKANE  
ATTN: ACCOUNTS PAYABLE  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## INSTALL AT:

CITY OF SPOKANE  
CITY HALL - 3RD FLOOR  
PLANNING DEPT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

## CUSTOMER P.O.

## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	11	HAT2-MID-L-SI	Rectangular Hi-Hat Two Legs	413.60	4,549.60
2	8	E1109.3830J	+Frame,Npwr Access Holes W/Com Pt Lc 38H 30W	194.88	1,559.04
		HF	+inner tone light		
		HF	+inner tone light		
3	2	E1109.5424G	+Frame,Pwr 4-Circ W/Com Pt Lc 54H 24W	273.76	547.52
		HF	+inner tone light		
		HF	+inner tone light		
4	24	E1109.5430G	+Frame,Pwr 4-Circ W/Com Pt Lc 54H 30W	294.06	7,057.44
		HF	+inner tone light		
		HF	+inner tone light		
5	1	E1109.5430J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 30W	220.11	220.11
		HF	+inner tone light		
		HF	+inner tone light		
6	1	E1109.5442G	+Frame,Pwr 4-Circ W/Com Pt Lc 54H 42W	332.05	332.05
		HF	+inner tone light		
		HF	+inner tone light		
7	22	E1109.5442J	+Frame,Npwr Access Holes W/Com Pt Lc 54H 42W	259.26	5,703.72
		HF	+inner tone light		
		HF	+inner tone light		
8	9	E1120.38	+Draw Rod 38H	13.34	120.06
9	30	E1120.54	+Draw Rod 54H	13.63	408.90
10	2	E1210.54	+Wall Start 54H	84.10	168.20
		HF	+inner tone light		
11	2	E1212.70	+Wall Start Filler	68.44	136.88



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# PROPOSAL

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**DATE:** 05/09/23

**PROJECT #:** 9-245

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CITY OF SPOKANE  
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## INSTALL AT:

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CITY HALL - 3RD FLOOR  
PLANNING DEPT  
808 SPOKANE FALLS BLVD  
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
12	10	E1220.54SRN HF	+Conn,2-Way 90 Vinyl,Npwr 54H +inner tone light	127.02	1,270.20
		HF	+inner tone light		
		HF	+inner tone light		
13	1	E1230.54SE HF	+Conn,3-Way 90 Vinyl,Pwr 54H +inner tone light	183.28	183.28
		HF	+inner tone light		
		HF	+inner tone light		
14	3	E1230.54SN HF	+Conn,3-Way 90 Vinyl,Npwr 54H +inner tone light	166.46	499.38
		HF	+inner tone light		
		HF	+inner tone light		
15	4	E1240.54FE HF	+Conn,4-Way 90,Pwr 54H +inner tone light	202.71	810.84
16	11	E1250.38S HF	+Fin End,Std 38H +inner tone light	36.54	401.94
17	1	E1250.54S HF	+Fin End,Std 54H +inner tone light	39.15	39.15
18	12	E1251.16S HF	+Chg of Ht Fin End Std 16H +inner tone light	28.42	341.04
19	1	E1272.54S HF	+Conn Cover,3-Way 90 Deg Vinyl 54H +inner tone light	63.80	63.80
20	1	E1311.A HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg +inner tone light	95.41	95.41
21	1	E1311.B HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg +inner tone light	95.41	95.41
22	1	E1311.C HF	+15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg +inner tone light	95.41	95.41



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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
23	2	E1311.DN	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D 6/Pkg	95.41	190.82
24	3	E1322.06E	+inner tone light +Power Entry,Ext. Dir Con 4-Circ,6Ft L	84.39	253.17
25	1	E1355.24E	+Harness,Baseline,4-Circ,Side Covers,Pwr 24W	111.65	111.65
26	1	E1420.1624F	+inner tone light +Tile,Face Fabric 16H 24W	42.34	42.34
27	11	E1420.1624F	+crossing-Pr Cat 1 +crossing indigo +Tile,Face Fabric 16H 24W	42.34	465.74
28	22	E1420.1630F	+crossing-Pr Cat 1 +crossing shale +Tile,Face Fabric 16H 30W	44.37	976.14
29	61	E1420.1630F	+crossing-Pr Cat 1 +crossing indigo +Tile,Face Fabric 16H 30W	44.37	2,706.57
30	87	E1420.1630P	+crossing shale +Tile,Face Pntd 16H 30W	27.84	2,422.08
31	6	E1420.1642F	+inner tone light +Tile,Face Fabric 16H 42W	52.20	313.20
32	94	E1420.1642F	+crossing-Pr Cat 1 +crossing indigo +Tile,Face Fabric 16H 42W	52.20	4,906.80
33	38	E1420.1642P	+crossing shale +Tile,Face Pntd 16H 42W	34.22	1,300.36
34	1	E1420.1648F	+inner tone light +Tile,Face Fabric 16H 48W	56.84	56.84
			+crossing-Pr Cat 1		
			+crossing shale		



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## CUSTOMER P.O.

## PAYMENT TERMS

## QUOTE VALID

## SALESPERSON

NET 10 DAYS

05/29/23

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
35	12	E1425.1630 HF	+Tile,Rail 16H 30W +inner tone light	93.09	1,117.08
36	12	E2393.30L HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Left +inner tone light +on module	18.85	226.20
37	11	E2393.30R HF SM	@Support,Work Surf 30D (for 30" Deep surfaces) Right +inner tone light +on module	18.85	207.35
38	11	EWS10.3060L F	+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 30D 60W	197.20	2,169.20
39	11	ZCELA D01 29.00 W06 82.00 EZ HF HF	Exact Size File Top Squared Vinyl Edge Lam Top depth 15.00in - 30.00in User Entry width 72.01in - 84.00in User Entry standard hmi high-pressure laminates inner tone light inner tone light	227.48	2,502.28
40	11	LW100.20BBF SR SS HF KC 1F NN	+Ped W-Pull,Freestd 20D B/B/F +3/4-extension roller slides on box drawer, full-e +smooth paint on smooth steel +inner tone light +keyed differently, chrome +standard height +none	240.41	2,644.51
41	6	E1438.3230N	@Marker Tile, w/o Tray 32H 30W	158.92	953.52



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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/29/23	DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
42	1	LABOR *	Delivery Installation Services Scope includes time to tear down, move and re-inst Omnia Contract 2020000622	6,144.00	6,144.00
COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST					

THANK YOU FOR YOUR BUSINESS!!!  
By acceptance of this proposal, I acknowledge and agree  
with the seller's standard terms and conditions.

ACCEPTED BY \_\_\_\_\_ DATE ACCEPTED \_\_\_\_\_  
Page 5 of 5

SUBTOTAL	54,409.23
SALES TAX	4,896.83
<b>TOTAL</b>	<b>59,306.06</b>

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/24/2023

**Clerk's File #**

OPR 2021-0301

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #**

ITB 5383-21

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

4490 PURCHASE OF FEEDER AND GRATE PARTS AT THE WTE

**Agenda Wording**

Value blanket renewal 1 of 3 with Hitachi Zosen Inova U.S.A. LLC (Norcross, GA), for the purchase of feeder and grate parts at the WTE from July 1, 2023 through June 30, 2024 and a total cost not to exceed \$1,200,000.00 plus tax.

**Summary (Background)**

The WTE Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement in order to maintain constant operation. On April 5, 2021 bidding closed on ITB 5383-21 for the as-needed annual requirement of these parts and Hitachi Zosen was the only respondent. The initial value blanket award was for two years with the option of three (3) additional one-year renewals. This will be the first renewal.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 1,200,000.00

# 4490-44100-37148-53210-34002

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

AVERYT, CHRIS

**Study Session\Other**

PIES 5/22/23

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM's Kinnear and Bingle

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**HARRINGTON,  
MARGARET

mdorgan@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM's Kinnear and Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Value blanket renewal for the purchase of feeder and grate parts for the Waste to Energy Facility
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement to maintain constant operation. They are specialized parts and have very long lead times. To ensure that parts are available on site when needed, they need to be ordered in various quantities depending on need, and well in advance of scheduled maintenance outages.</p> <p>On April 5, 2021 bidding closed on ITB 5383-21 for the as-needed annual requirement of feeder and grate parts for the Waste to Energy Facility. Hitachi Zosen Inova U.S.A. LLC, of Norcross, Georgia was the only respondent. The initial value blanket award was for two years, spanning from July 1, 2021 through June 30, 2023 for a total cost of \$600,000.00 plus tax, with the option of three additional one-year renewals. This will be the first renewal spanning from July 1, 2023 through June 30, 2024 with a total cost not to exceed \$1,200,000.00 plus tax. The additional amount is due to excessively long lead times which requires that orders are placed a year in advance.</p>
<b>Proposed Council Action</b>	Council approval of value blanket renewal
<b>Fiscal Impact</b> Total Cost: <u>\$1,200,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	

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

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/24/2023

**Clerk's File #**

OPR 2020-0418

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #**

PW ITB 5230-20

**Agenda Item Type**

Contract Item

**Requisition #**

CR 25000

**Agenda Item Name**

4490 ELECTRICAL MAINTENANCE AND TECHNICAL SUPPORT AT THE WTE

**Agenda Wording**

Contract renewal 3 of 4 with United States Electric Corp. (Olympia, WA) for high voltage electrical maintenance and technical support services at the WTE from May 1, 2023 through April 30, 2024 and a total cost not to exceed \$275,000.00 plus tax.

**Summary (Background)**

The WTE needs high voltage electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for these services and United States Electric Corp. was the low cost bidder. The initial contract award was for one year with the option of four (4) additional one-year renewals. This will be the third renewal.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 275,000

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

AVERYT, CHRIS

**Study Session\Other**

PIES 5/22/23

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM's Kinnear and Bingle

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**HARRINGTON,  
MARGARET

mdorgan@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign: Brady Malcolm, brady@uselectriccorp.com

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM's Kinnear and Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for high voltage electrical maintenance and technical support services at the WTE.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received, United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award was for \$90,000.00 from May 1, 2020 to April 30, 2021, with the option of four (4) additional one-year renewals. This will be the third optional renewal and will span from May 1, 2023 through April 30, 2024 with a total cost not to exceed \$275,000.00 plus tax. Additional funding is needed on this renewal due to some relay work needed during the fall outage of 2023.</p>
<b>Proposed Council Action</b>	Approval of contract renewal
<b>Fiscal Impact</b> Total Cost: \$275,000.00 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  The additional work was required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The contractor is governed by WA L&I.

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

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



**City of Spokane**  
**CONTRACT RENEWAL**  
**3 of 4**  
**Title: HIGH VOLTAGE ELECTRICAL TECHNICAL**  
**AND MAINTENANCE SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITED STATES ELECTRICAL CORP. OF WASHINGTON** whose address is PO Box 87, Olympia, Washington 98507, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform HIGH VOLTAGE ELECTRICAL TECHNICAL AND MAINTENANCE SUPPORT, SCHEDULED AND UNSCHEDULED – AS NEEDED; and*

*WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the third of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 7, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on May 1, 2023 and end on April 30, 2024.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$275,000.00)**, excluding tax, in accordance with the Updated Rate Sheet dated April 21, 2023, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**UNITED STATES ELECTRICAL CORP.  
OF WASHINGTON**

**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:**

Exhibit A – Certificate of Debarment  
Exhibit B – Updated Rate Sheet

23-098

**ATTACHMENT A**  
**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



**EXHIBIT B**



# Agenda Sheet for City Council Meeting of: 06/12/2023

<b>Date Rec'd</b>	5/24/2023
<b>Clerk's File #</b>	OPR 2023-0575
<b>Renews #</b>	

<b>Submitting Dept</b>	FACILITIES MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 6256064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR25007
<b>Agenda Item Name</b>	2023 ANNUAL ASPHALT MAINT & REPAIR CONTRACT - ARROW CONCRETE		

## Agenda Wording

The Facilities Department partners with Purchasing to release a request bids for maintenance, repair, striping, etc. of City owned parking lots.

## Summary (Background)

Each asphalt season, the Facilities Department in partnership with Purchasing releases a request for bids for the maintenance, repair, striping, etc of City owned parking lots. This contract is typically formatted as 'not to exceed' a specific threshold. This season, the not to exceed it \$245,000 and the work will focus on two large parking lots, the Nelson Services Center and the Fire Training Center lots.

Lease? NO Grant related? NO Public Works? YES

## Fiscal Impact

Expense	\$ 200,000.00	# 5900-71300-42650-54201-99999
Expense	\$ 27,250.00	# 4500-45700-37148-54201-99999
Expense	\$ 39,800.00	# 5900-71300-18300-54802-68205
Select	\$	#

## Budget Account

## Approvals

<b>Dept Head</b>	TEAL, JEFFREY
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	PERKINS, JOHNNIE

## Council Notifications

<b>Study Session\Other</b>	PIES
<b>Council Sponsor</b>	CM Kinnear & CM Bingle

## Distribution List

dsteele@spokanecity.org
klong@spokanecity.org
kbustos@spokanecity.org
tprince@spokanecity.org

## Additional Approvals

## Purchasing

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	Annual Asphalt Maintenance & Repair Contract – Arrow Concrete
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	Each asphalt season, the Facilities Department in partnership with Purchasing releases a request for bids for the maintenance, repair, striping, etc. of City owned parking lots. This contract is typically formatted as ‘not to exceed’ a specific threshold. This season, the not to exceed is \$245,000 and the work will focus on two large parking lots, the Nelson Service Center and the Fire Training Center lots.
<b>Proposed Council Action</b>	Contract approval
<b>Fiscal Impact</b> Total Expense: <u>Not to exceed \$245,000</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 <input type="checkbox"/> N/A Specify funding source: Various depending property 5900-71300-18300-54802  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	
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?  <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	

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

NA – Ongoing maintenance is generally accepted as the best way to reduce long term replacement costs by completing proper ongoing maintenance.

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?

NA – Reduction of long term replacement costs by completing proper ongoing maintenance.



**City of Spokane**

**PREVENTATIVE MAINTENANCE  
AGREEMENT**

**Title: 2023 OFF-STREET PARKING LOT  
REPAIR AND MAINTENANCE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARROW CONCRETE & ASPHALT SPECIAL-TIES**, whose address is PO Box 11133, Spokane, Washington 99211 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide 2023 Off-Street Parking Lot Repair and Maintenance; and*

*WHEREAS, the Contractor was selected from IPWQ No. 5864-23.*

*NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on June 1, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in the City's IPWQ and Contractor's Response which is attached as Exhibit C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **TWO HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$245,000.00)**, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Facilities Management Department, [facilitiesdepartment@spokanecity.org](mailto:facilitiesdepartment@spokanecity.org), Attn: Dave Steele. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 5. 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 Agreement. 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 Agreement shall be included in the project budgets.

#### 6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, 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 Washington State Department of Labor and Industries (L & I); 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.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

## **7. 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](http://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.

## **8. 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 Agreement 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.

## **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 Agreement, 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. The Consultant/Contractor/Company 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 agreement.

## **10. INSURANCE.**

During the period of the Agreement, 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 Title 48 RCW:

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 agreement. 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 Agreement;

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 sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) 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.

## **11. SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

## **12. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in



the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

### **13. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement 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 Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

### **14. TERMINATION.**

Either party may terminate this Agreement, 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.

### **15. STANDARD OF PERFORMANCE.**

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

### **16. 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 Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

### **17. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

### **18. 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.

### **19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within

that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

## **20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- 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.
- C. This Agreement 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 Agreement 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 Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. 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).

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 by having legally-binding representatives affix their signatures below.

**ARROW CONCRETE &  
ASPHALT SPECIALTIES**

**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 A – Debarment Certification

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – Contractor’s Response to IPWQ

23-089

## ATTACHMENT A

### 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;
  - a. 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;
  - b. 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,
  - c. 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)



## ATTACHMENT B

### 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 (\_\_\_\_\_), 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.*

## **ATTACHMENT C**

## Bid Response Summary

**Bid Number** IPWQ 5864-23  
**Bid Title** 2023 Off-Street Parking Lot Repair and Maintenance  
**Due Date** Tuesday, April 11, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Arrow Concrete & Asphalt Specialties, Inc  
**Submitted By** jeffh@asphaltsupply.net jeffh@asphaltsupply.net - Thursday, April 6, 2023 3:51:52 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments**

### Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for 2023 Off-Street Parking Lot Repair and Maintenance for the Facilities Department. Services are requested on an as needed basis.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on the work outlined in the Scope of Work and Bid Proposal. Unsuccessful Bidders will not automatically be notified of results. The City reserves the right to accept either the base bid per plans and specifications or alternative proposals when in the best interest of the City.	I acknowledge and agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree

INVOICING	<p>Invoices must be submitted to the Facilities Department within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2023-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be mailed to the Facilities Department, 808 West Spokane Falls Blvd., Spokane WA, 99201</p>	I acknowledge and agree
PAYMENT	<p>Payment will be made via direct deposit/ACH 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 effort to settle the disputed amount.</p>	I acknowledge and agree
REJECTION OF BIDS	<p>The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.</p>	I acknowledge and agree
CONTRACTOR REGISTRATION	<p>The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.</p>	I acknowledge and agree
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	<p>A. In accordance with RCW 39.04.380 effective March 30, 2012 the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident Contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident Contractor. A nonresident Contractor from a state that provides a percentage bid preference means a Contractor that: a) is from a state that provides a percentage bid preference to its resident Contractors bidding on public works Contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.</p>	I acknowledge and I agree
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	<p>B. The state of residence for a nonresident Contractor is the state in which the Contractor was incorporated or, if not a corporation, the state where the Contractor's business entity was formed. All nonresident Contractors will be evaluated for out of state Bidder preference. If the state of the nonresident Contractor provides an in-state Contractor preference, a comparable percentage disadvantage will be applied to their bid prior to Contract award.</p>	I acknowledge and I agree
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	<p>C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.</p>	I acknowledge and I agree



COMPLETION TIME	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	4-8 depending on if it is sealing, paving, or concrete work. Striping crew is 2.
LIQUIDATED DAMAGES	If individual task assignments are not completed within the stated completion time as defined in the task assignment, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each and every day the Work on that task assignment remains uncompleted.	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Jeff Hohenthal jeffh@asphaltsupply.net 509-934-1603
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	IPWQ #5864-23 Supplemental Bidder Responsibility Criteria Form.pdf
FACILITIES PROJECT COORDINATION REQUIREMENT	With the intent of providing highly efficient and effective customer service to City Departments and streamlined project management for the Contractor while under contract, the City of Spokane Facilities Department has established the following site visitation scheduling procedures: 1) All Contractor communications shall be directed to the Facilities Department Project Coordinator via email. Contact information is identified in the contract documents. 2) Contractors and subcontractors shall not visit a project site unannounced. Visits shall be scheduled and confirmed through email with the Facilities Department Project Coordinator. a. Requests shall be made a minimum of 2 business days in advance of the requested visit. b. Facilities Project Coordinator will confirm within 1 days of request. 3) Contractors and subcontractors shall not reach out to Department Representatives directly with questions, concerns, or to schedule appointments. 4) Deviation from these scheduling procedures is at the discretion of Facilities Project Coordinator.	I acknowledge
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree
1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree

B.	Prevailing Wage	Yes	
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree	
2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.</p> <p>Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)</p> <p>Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge and agree	
C.	Apprenticeship	Yes	
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and agree	
D.	Statement of Intent	Yes	

1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and agree
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge and agree
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must 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	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.	
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree

Scope of Work	The City of Spokane currently owns and/or is responsible for approximately 400,000 square yards of asphalt surfaced paved parking lots throughout the community and desires to complete maintenance and repair work on a variety of these assets in 2023. These parking areas service libraries, fire stations, parks, police precincts, maintenance yards, etc. It is the intent of the request for bids to solicit bids for the maintenance and repair of the asphalt parking lot surfaces, the repair or replacement of incidental concrete driveway aprons or slabs, and the reapplication of parking lot striping and handicapped striping as necessary to meet all applicable ADA standards.	I acknowledge and agree
Scope of Work	The City of Spokane recognizes that each parking lot is in a different beginning condition. Some lots are essentially like new (having been recently constructed) and others are in need of significant work (likely requiring removal and replacement of failed asphalt). A third category of parking lots are in need of minor repairs or preventative maintenance. For the purposes of this request for bids, the City of Spokane anticipates completing approximately the following amount of work during the 2023-paving season:	I acknowledge and agree; I do not acknowledge and do not agree
1.	15,000 linear feet of minor (less than 1"wide) crack cleaning, preparation, and sealing.	I acknowledge and agree; I do not acknowledge and I do not agree
2.	15,000 linear feet of major (greater than 1" wide) crack cleaning, preparation, and sealing.	I acknowledge and agree; I do not acknowledge and I do not agree
3.	50,000 square yards of fog seal.	I acknowledge and agree; I do not acknowledge and I do not agree
4.	50,000 square yards of slurry seal.	I acknowledge and agree; I do not acknowledge and I do not agree
5.	2,500 square yards of chip seal.	I acknowledge and I agree
6.	2,500 square yards of "skin patch".	I acknowledge and agree; I do not acknowledge and I do not agree
7.	1,000 square yards of full depth (2" or 3") asphalt removal and replacement.	I acknowledge and agree; I do not acknowledge and I do not agree
8.	1,000 square yards of 1" grind and overlay	I acknowledge and agree; I do not acknowledge and I do not agree
9.	500 square yards of concrete repair (4" or 6")	I acknowledge and agree; I do not acknowledge and I do not agree

10.	20,000 linear feet of striping or restriping of parking stalls as necessary.	I acknowledge and agree; I do not acknowledge and I do not agree	
11.	10,000 linear feet of thermoplastic striping or restriping of parking stalls as necessary	I acknowledge and I agree	
12.	Reapplication of handicapped striping per ADA requirements as necessary.	I acknowledge and agree; I do not acknowledge and I do not agree	
Scope of Work	The City of Spokane anticipates utilizing individual task assignments for each parking lot under an overarching "Not to Exceed" master Contract resulting from this Request for Bids. The needs, requirements, desires, and working days for each parking lot will be evaluated and established jointly with City staff and the awarded Contractor. A task assignment for any work shall be prepared utilizing bid items and bid costs established under this Request for Bids. Work shall not be completed without a finalized task assignment signed by the City of Spokane Project Manager. Due to the highly public nature and function of City of Spokane parking lots, liquidated damages will be assessed per task assignment for failure to meet approved working days per task assignment.	I acknowledge and agree; I do not acknowledge and I do not agree	
Scope of Work	All Work shall be completed per applicable City of Spokane or referenced WSDOT requirements defining standards and specifications for concrete and asphalt work including products and materials, work methods, final results, and work conditions. As part of this request, Bidders shall submit materials specification sheets for each product or material proposed to be used in the completion of work resulting from this Informal Public Works Quote for review and approval by City staff.	I acknowledge and I agree	
Scope of Work	Upload materials specification sheets for each product or material proposed to be used in the completion of work resulting from this Informal Public Works Quote for review and approval by City staff. If you have more than one document to upload, combine them into one document as only one document can be uploaded here.	IPWQ #5864-23 Material Data Sheets.pdf	
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge and agree	
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	I acknowledge and agree	
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge and agree	
Scope of Work	Under no circumstances, will the total dollar value of work exceed \$275,000 for the 2023 paving season.	I acknowledge and agree; I do not acknowledge and I do not agree	

Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual repair performed.	I acknowledge
Service Completion Timeline	The Bidder agrees to start the work under this Contract within ten (10) days of the local asphalt plants opening for the 2023 paving season and to substantially complete the specified work prior to the closing date of the local asphalt plants for the 2023 paving season.	I acknowledge and I agree; I do not acknowledge and I do not agree.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
BID		
Quantities	Quantities listed on the Pricing Form are estimates only for the purposes of determining low responsive bid. Payment will be made only for task orders requested and completed satisfactorily.	I acknowledge and I agree
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	1 addition on 3/23/23
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	IPWQ #5864-23 Subcontractor List under \$1M.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	ARROWCA771CN
#2	Provide Contractor's U.B.I. Number	601 619 703
#3	Provide Contractor's Washington Employment Security Department Number	857730 00 8
#4	Provide Contractor's Washington Excise Tax Registration Number	A17473023
#5	Provide Contractor's City of Spokane Business Registration Number	T12011346BUS
BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)		
1.	A Bidder will be deemed not responsible if:	Yes
A.	the Bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or	I acknowledge and I agree
B.	the Bidder does not meet the supplemental bidder responsibility criteria as shown in the Supplemental Bidder Responsibility Criteria Document in the Documents tab of this project. The Bidder may be required by the City to submit documentation demonstrating compliance with the criteria.	I acknowledge and I agree

	<p>If a potential Bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Section of the Accounting Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all Bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting Bidder of its decision.</p>	<p>I acknowledge and I agree</p>
	<p>As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other Bidders as well, and to request further documentation as needed to assess the Bidder's responsibility.</p>	<p>I acknowledge and I agree</p>
	<p>Note a minimum requirement of: • Two (2) completed projects of similar size and scope in the last ten (10) years. Evidence shall be submitted using the supplemental bidder responsibility criteria form attached to this Request for Bids.</p>	<p>I acknowledge and I agree</p>
	<p>The basis for evaluation of Bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the Bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a Bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.</p>	<p>I acknowledge and I agree</p>
	<p>If the City determines the low Bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible Bidder, the contracting Agency shall notify the Bidder in writing with reasons for the determination. If the Bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the Bidder before issuing its subsequent determination. If the Bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the Bidder is not responsible, the City will not execute a Contract with any other Bidder until at least two (2) business days after the Bidder determined to be not responsible has received the final determination.</p>	<p>I acknowledge and I agree</p>

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	I acknowledge

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	Small Crack Clean, Prepare, Seal (less than 1" in width)	Base	L. Ft.	15,000.00	\$1.30	\$19,500.00	
	2.	Large Crack Clean, Prepare, Seal (Greater than 1" in width)	Base	L. Ft.	15,000.00	\$1.70	\$25,500.00	
	3.	Surface Preparation and Fog Seal	Base	Sq. Yd	50,000.00	\$2.30	\$115,000.00	
	4.	Surface Preparation and Slurry Seal	Base	Sq. Yd	50,000.00	\$6.75	\$337,500.00	
	5.	Surface Preparation and Chip Seal	Base	Sq. Yd	2,500.00	\$9.95	\$24,875.00	
	6.	Surface Preparation and Skin Patch	Base	Sq. Yd	2,500.00	\$41.40	\$103,500.00	
	7.	a. 2" Asphalt over 4" Compacted 5/8" Crushed (Individually less than 1 square yard)	Base	Sq. Yd	500.00	\$117.00	\$58,500.00	
	7.	b. 3" Asphalt over 6" Compacted 5/8" Crushed (Individually less than 1 square yard)	Base	Sq. Yd	500.00	\$130.50	\$65,250.00	



8.	1" Asphalt Grind and Overlay	Base	Sq. Yd	1,000.00	\$39.75	\$39,750.00	
9.	a. 4" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk or Driveway Apron	Base	Sq. Yd	250.00	\$190.00	\$47,500.00	
9.	b. 6" Concrete over 6" Compacted 5/8" Crushed for Slap, Sidewalk or Driveway Apron	Base	Sq. Yd	250.00	\$190.00	\$47,500.00	
10.	a. Standard Stall Striping	Base	L. Ft.	20,000.00	\$1.10	\$22,000.00	
10.	b. Thermoplastic Striping	Base	L. Ft.	15,000.00	\$3.85	\$57,750.00	
11.	a. Handicapped Stall Striping	Base	Per Each	45.00	\$95.00	\$4,275.00	
11.	b. Thermoplastic Stall Striping	Base	Per Each	45.00	\$405.00	\$18,225.00	ADA Stall Thermo
<b>Total Base Bid</b>		\$986,625.00					

## SUBCONTRACTOR LIST

**PROJECT NAME:** 2023 City of Spokane Off-Street Parking Lot Repair and Maintenance

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

✓ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

# **Recommended Performance Guideline For Emulsified Asphalt Slurry Seal A105 (Revised February 2010)**



## **NOTICE**

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact ISSA for answers to questions and for a list of ISSA member contractors and companies.

**International Slurry Surfacing Association  
#3 Church Circle, PMB 250  
Annapolis, MD 21401  
(410) 267-0023  
[www.slurry.org](http://www.slurry.org)**

# RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

## 1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of Emulsified Asphalt Slurry Seal Surfacing.

## 2. DESCRIPTION

Slurry seal shall consist of a mixture of an emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The slurry seal shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

## 3. SPECIFICATIONS

It is not normally required to run all tests on every project. A compilation of results from the listed tests should be indicative of system performance. Failure to meet specification for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, individual requirements for testing may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

## 4. MATERIALS

### 4.1 EMULSIFIED ASPHALT

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

### 4.2 AGGREGATE

#### 4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used.

#### 4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/Na <sub>2</sub> SO <sub>4</sub> 25% Maximum w/MgSO <sub>4</sub>
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine <sup>1</sup>	T 96	C 131	35% Maximum

<sup>1</sup>The abrasion test is run on the parent aggregate.

#### 4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority):

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	100	100	
# 4 (4.75 mm)	100	90 - 100	70 - 90	± 5%
# 8 (2.36 mm)	90 - 100	65 - 90	45 - 70	± 5%
# 16 (1.18 mm)	65 - 90	45 - 70	28 - 50	± 5%
# 30 (600 um)	40 - 65	30 - 50	19 - 34	± 5%
# 50 (300 um)	25 - 42	18 - 30	12 - 25	± 4%
#100 (150 um)	15 - 30	10 - 21	7 - 18	± 3%
#200 (75 um)	10 - 20	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be

accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

**Type I.** This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

**Type II.** This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

**Type III.** This aggregate gradation provides maximum skid resistance and an improved wearing surface.

#### **4.3 MINERAL FILLER**

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

#### **4.4 WATER**

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

#### **4.5 ADDITIVES**

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

### **5. LABORATORY EVALUATION**

#### **5.1 GENERAL**

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in slurry seal design.

## **5.2 MIX DESIGN**

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

<b>TEST</b>	<b>ISSA TB NO.</b>	<b>SPECIFICATION</b>
Mix Time @ 77°F (25°C)	TB 113	Controllable to 180 Seconds Minimum
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> ) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	Type I: 10 - 16% Type II: 7.5 - 13.5% Type III: 6.5 - 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 - 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

### 5.3 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

- a. After the residual asphalt content is determined, a variation  $\pm 1\%$  by weight of dry aggregate will be permitted.
- b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than  $\pm 0.2"$  ( $\pm 0.5$  cm) from the job mix formula after field adjustments.
- c. The rate of application shall not vary more than  $\pm 2$  lb/yd<sup>2</sup> ( $\pm 1.1$  kg/m<sup>2</sup>) when the surface texture does not vary significantly.

## 6. EQUIPMENT

### 6.1 GENERAL

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

### 6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Continuous-run machines are those that are equipped to self-load materials while continuing to apply slurry seal. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The B.A.R. should decide which type of equipment best suits the specific project. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be chosen due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.



If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

### **6.3 PROPORTIONING DEVICES**

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

### **6.4 SPREADING EQUIPMENT**

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

### **6.5 AUXILIARY EQUIPMENT**

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

## **7. CALIBRATION**

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

## 8. **WEATHER LIMITATIONS**

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

## 9. **NOTIFICATION AND TRAFFIC CONTROL**

### 9.1 **NOTIFICATION**

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

### 9.2 **TRAFFIC CONTROL**

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

## 10. **SURFACE PREPARATION**

### 10.1 **GENERAL**

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

### 10.2 **TACK COAT**

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd<sup>2</sup> (0.23-0.68 l/m<sup>2</sup>). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

### 10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

## 11. APPLICATION

### 11.1 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

### 11.2 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets Airport Runways	8 - 12 lb/yd <sup>2</sup> (4.3 - 6.5 kg/m <sup>2</sup> )
Type II	Urban and Residential Streets Airport Runways	10 - 18 lb/yd <sup>2</sup> (5.4 - 9.8 kg/m <sup>2</sup> )
Type III	Primary and Interstate Routes	15 - 22 lb/yd <sup>2</sup> (8.1 - 12.0 kg/m <sup>2</sup> )

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

### **11.3 JOINTS**

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" (15.2 cm) shall be allowed for overlap of longitudinal joints.

### **11.4 MIXTURE**

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

### **11.5 HANDWORK**

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be handworked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

### **11.6 LINES**

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. This also provides for easy removal of excess slurry.

### **11.7 ROLLING**

Rolling is usually not necessary for slurry seal on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

### **11.8 CLEAN UP**

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

## **12. QUALITY CONTROL**

### **12.1 INSPECTION**

Inspectors assigned to projects must be familiar with the materials, equipment and application of slurry seal. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

## **12.2 MATERIALS**

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

## **12.3 SLURRY SEAL**

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Please note that the consistency test may not be applicable to certain Quick-Set and Quick-Traffic systems because of erratic results due to setting characteristics. If this test is run, it must be performed immediately after the sample is taken. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

## **12.4 NON-COMPLIANCE**

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

# **13. PAYMENT**

The slurry seal shall be measured and paid for by the unit area or weight of aggregate and the weight of emulsion used on the work completed and accepted by the buyer. If paid by the weight of the aggregate and emulsified asphalt, the contractor shall submit to the B.A.R. certified delivery tickets which show quantities of each material delivered to the job site and used on the project. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

## **APPENDIX A**

### **AGENCIES**

AASHTO: American Association of State Highway and Transportation Officials  
ASTM: American Society for Testing and Materials  
ISSA: International Slurry Surfacing Association

## **TEST METHODS**

### **EMULSIFIED ASPHALT**

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 140	D 977	Standard Specification for Emulsified Asphalt
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt

### **AGGREGATE AND MINERAL FILLER**

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
M 17	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate

## **APPENDIX A**

### **TEST METHODS (CONTINUED)**

#### **SLURRY SEAL SYSTEM**

ISSA TEST NO.	Test
TB 100	Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101	Guide for Sampling Slurry Mix for Extraction Test
TB 106	Measurement of Slurry Seal Consistency
TB 109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded-Wheel Tester
TB 111	Outline Guide Design Procedure for Slurry Seal
TB 112	Method of Estimate Slurry Seal Spread Rates and To Measure Pavement Macrottexture
TB 113	Trial Mix Procedure for Slurry Seal Design
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 115	Determination of Slurry Seal Compatibility
TB 139	Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics
A105	Design, Testing, and Construction of Slurry Seal

**NOTES:**

ASTM D 3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, is a combined reference of the ISSA Test Bulletins listed above.

ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

**Notes:**

[illegible]



**Notes:**

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**International Slurry Surfacing Association**  
**#3 Church Circle, PMB 250**  
**Annapolis, MD 21401**  
**(410) 267-0023**  
**[www.slurry.org](http://www.slurry.org)**



## LABORATORY SUMMARY

PROJECT NAME:	Source Evaluation	SOURCE:	Upper Duthie Pit (NP-162c)
CLIENT NAME:	Atlas Sand & Gravel	PROJECT NO:	320-025G1
LOCATION:	Lewiston, Idaho	DATE:	2/24/2020

LAB SAMPLE NUMBER:		S320-0030	
SAMPLED BY:		Shawn Turpin, P.E.	
DATE SAMPLED:		1/30/2020	
MATERIAL:		Ripped Basalt	
TEST DESCRIPTION	SPEC	TEST RESULTS	
IDAHO DEGRADATION (IDAHO T15)			
Degradation Loss (%)	$\leq 5.0$	2.8	
Sieve Analysis (AASHTO T27/T248)		BEFORE	AFTER
3/4"		100	100
1/2"		83	84
3/8"		67	67
#4		50	50
#8		28	30
#16		17	19
#30		11	13
#50		8	10
#100		6	8
#200		3.8	6.6
SAND EQUIVALENT (AASHTO T176)	$\geq 40$	94	86
L.A. ABRASION (AASHTO T96)	$\leq 30$	12	
Loss (%)			
DMSO (WFLH METHOD)	$\leq 12$	1	
Weight Loss (%)			
SODIUM SULFATE SOUNDNESS (AASHTO T104)			
Coarse Aggregate Loss (%)	$\leq 12$	1	
Fine Aggregate Loss (%)	$\leq 10$	6	
ETHYLENE GLYCOL (IDAHO T116)	$\geq 90$	99	
Retained (%)			
REVIEWED BY			DATE
			2/24/2020





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2705 E. Main Street • Lewiston, ID 83501 • (208) 743-5710 • Fax (208) 743-8270

**READ BEFORE USING THIS PRODUCT**

**GENERAL** RoadSaver Low Tack Type 1 is a hot-applied petroleum based product used to fill and seal cracks in asphalt or portland cement concrete pavements in cool to warm climates. RoadSaver Low Tack Type 1 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking at winter temperatures and is highly resistant to flow or pick-up at extreme summer temperatures. RoadSaver Low Tack Type 1 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. RoadSaver Low Tack Type 1 is specifically formulated to be a stiff, flow resistant, yet flexible product which is suited for use in areas subject to slow moving vehicle traffic where high resistance to pick-up or tracking is required. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver Low Tack Type 1 pavement temperature performance limits are 70-28 for crack filling and 76-10 for crack sealing. Usage recommendations are shown in CrafcO pavement temperature grade charts at the right. Refer to CrafcO Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

Low Temperature Grade (°C)	High Temperature Grade (°C)					
	°C	58	64	70	76	82
	-4					
	-10					
	-16					
	-22					
	-28					
	-34					
	-40					
	-46					
Pavement Temp for Sealant Usage						

Low Temperature Grade (°C)	High Temperature Grade (°C)					
	°C	58	64	70	76	82
	-4					
	-10					
	-16					
	-22					
	-28					
	-34					
	-40					
	-46					
Pavement Temp for Filler Usage						

**SPECIFICATION CONFORMANCE**

RoadSaver Low Tack Type 1 meets the following requirements of ASTM D6690, Type II, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405), AASHTO M301 and Federal Specification SS-S-1401C):

**Test**

Cone Penetration  
Softening Point  
Asphalt Compatibility  
Minimum Application Temperature  
Maximum Heating Temperature

Additional limits for RoadSaver Low Tack Type 1 when heated to maximum heating temperature in accordance with ASTM D5167:

Softening Point (ASTM D36)  
Cone Penetration (ASTM D5329)  
Resilience (ASTM D5329)  
Flexibility (ASTM D3111)  
    1/8" (3mm) thick, 1" (25mm) mandrel, 90° bend, 10 sec  
    1/4" (6.4mm) thick, 1/4" (6.4mm) mandrel, 180° bend, 1 sec  
Viscosity (ASTM D4402)  
Bitumen Content (ASTM D4)  
Tensile Adhesion (ASTM D5329)

**ASTM D6690, Type II Spec. Limits**

90 max.  
176F (80C) min.  
Pass  
380°F (193°C)  
400°F (204°C)  
205°F (96°C) min.  
60 max.  
40% min.  
Pass at -20°F (-28°C)  
Pass at 14°F (-10°C)  
50 poise max at 400°F (204°C)  
60% min.  
500% min.

**INSTALLATION**

The unit weight of RoadSaver Low Tack Type 1 is 10.3 lbs. per gallon (1.23 kg/L) at 60F (15.5C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, Polyflex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of sealant.

**PACKAGING**

Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the sealant. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm<sup>2</sup>) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

**WARRANTY**

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation.**

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 www.crafco.com

**READ BEFORE USING THIS PRODUCT**

**GENERAL** Mastic One is a hot-applied, pourable, aggregate filled, black color, polymer modified asphalt pavement repair mastic. Mastic One complies with ASTM D8260 Type I. Mastic One is used for sealing, filling and repairing many distresses in both asphalt concrete and portland cement concrete pavements and bridge deck surfaces that are larger than those typically repaired by crack or joint sealing, but smaller than repairs requiring remove and replace patching procedures. Typical uses include sealing, filling and leveling of wide transverse or longitudinal cracks and joints, filling potholes and utility cuts, localized skin patch repairs, repairs prior to surface treatments, and leveling bridge approaches or faulted areas. When properly applied, Mastic One forms a well-bonded, flexible, durable, traffic resistant repair. To use, Mastic One is placed into an appropriate melter (Crafco Patcher units), mixed and heated until application temperature is reached, poured into the prepared repair area and then leveled. Mastic One is formulated to provide neat feathered edge installation. Mastic One is then ready for traffic when it has cooled and solidified. VOC = 0 g/l.

**PROPERTIES** Properties of the binder, aggregate and blended and heated Mastic One according to ASTM D8260 are as follows:

<u>Property</u>	<u>Requirement</u>
<b>POLYMER MODIFIED BINDER</b>	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point, (ASTM D36)	200°F (93°C) min
Flexibility, 1" (25.4 mm), 180°, 10 sec) (ASTM D3111 modified)	Pass at 32°F (0°C)
<b>AGGREGATE</b>	
Abrasion Resistance (ASTM C131)	35% max
<b>BLENDED PRODUCT</b>	
Flexibility, 32°F (0°C) (ASTM D5329)	Pass
Adhesion, 77°F (25°C) (ASTM D5329)	25 PSI (172 KPA) min
Specific Gravity	1.7 -2.0
Minimum Application Temperature	375°F (190°C) *
Maximum Application Temperature	400°F (204°C)
<b>Test</b>	
Mastic Resilience (ASTM (8260)	<b>ASTM D8260 Type I Specification Limits</b> 50% minimum
Effects of Rapid Deformation (ASTM D2794) (-7°C)	3 passing specimens no chipping, cracking or separation 8 N-m
Crack Bridging (ASTM C1305 modified) (-7°C)	Pass 3 cycles
Mastic Stability (ASTM D8260) (70°C)	40.0 mm maximum

\*Refer to installation instructions if working on sloped pavements or repairing larger defects

**INSTALLATION** The density of Mastic One is 116 pcf (+/- 3%) and the weight per gallon is 15.5 lbs./gal (1.86 kg/l) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Mastic One to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are available at www.crafco.com and provided with each pallet of Mastic One.

**PACKAGING** Mastic One is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Each package contains premeasured polymer modified binder and aggregate. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.


- o **BOX** packaging consists of cardboard boxes containing approximately 40 lb. (18.1 kg) of product with 60 boxes per pallet, weighing approximately 2400 lb. (1088 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**



## 1. Product Identification, Company Identification, Recommended Uses and Use Restrictions

<b>Product Name</b>	EMULSIFIED ASPHALT, CATIONIC, ALL GRADES		
<b>Product Family</b>	Asphalt Mixture		
<b>CAS Number</b>	Mixture		
<b>Synonyms</b>	Emulsified Asphalt, CRS-1, CRS-1h, CRS-2, CRS-2h, CRS-2L, CRS-2P, CMS-2, CMS-2N, CSS-1h, CQS-1hLM, CQS-1hLM Flex, EADA, Thimaco, Fiberbat™, Tack Coat, Tack Coat (diluted 30-50% with water), NTT, Non-Tracking Tack, Cold In-Place Recycling Emulsion, IPR Emulsion		
<b>Manufacturer</b>	<b>ROAD PRODUCTS INC.</b>		
	12301 E. Empire Ave Spokane Valley WA 99216 509-922-1206		
	PO BOX 11072 Spokane Valley WA 99211 Fax 509-922-0156		
<b>Technical Contact</b>	Rick Fulwiler Spokane Valley WA 99216 509-922-1206		
<b>Emergency Contact</b>	<b>ChemTrec – 24 hour</b> <b>1-800-424-9300</b>		
<b>Web MSDS</b>	<a href="http://www.asphaltsupply.net">www.asphaltsupply.net</a>		
<b>Recommended Uses</b>	Road Maintenance Operations including Slurry Seal, Microsurfacing, Surface Treatment, HMA Paving, Cold In-Place Recycling		
<b>Use Restrictions</b>	Temperatures must be above freezing		

## 2. Hazard Identification

<b>Physical State</b>	Liquid
<b>Color</b>	Brown to Black
<b>Odor</b>	Mild Petroleum Odor
	<p>Liquid can cause eye and skin irritation</p> <p>Avoid prolonged contact with eyes, skin and clothing</p> <p>Hot product can cause burns</p> <p>Fumes from hot product can cause irritation to eyes, skin and respiratory system</p>

## 2. Hazard Identification, continued

	Harmful to aquatic organisms
	Respiratory Sensitizer
<b>NFPA Rating</b>	Health=1, Fire=1, Reactivity=0 RATING SCALE:
<b>HMIS Rating</b>	Health=1 (Chronic), Fire=1, Reactivity=0 RATING SCALE:

## 3. Composition/Information on Ingredients

Component Name	CAS Number	Concentration, %
Petroleum Asphalt	8052-42-4	38-72
Water	7732-18-5	62-28
Fuel Oil Flux	68334-30-5	0-6
Stoddard Solvent	8052-41-3	0-6
Hydrochloric Acid	7647-01-0	0.1-2.5
SBR Co-Polymer	9003-55-8	0-4.5
Dispersion Polymer Modifier	Mixture	0-5
Fatty Amine Emulsifier	Mixture	0.1-2.5
Hydrogen Sulfide	7783-06-4	0-0.1

CMS-2N: Contains Stoddard Solvent



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#### 4. First Aid Measures

<b>Skin Contact</b>	<p><b>HOT PRODUCT:</b> Immediately flush the area with large amounts of cool water. Do not attempt to remove material from the skin or to remove contaminated clothing. Seek immediate medical attention</p> <p><b>COOL PRODUCT:</b> Wash the skin with plenty of soap and water. Remove contaminated clothing and shoes and place into a container for laundering or disposal – clean contaminated clothing before reuse. If skin is reddened or blistered, seek medical attention.</p>
<b>Eye Contact</b>	<p><b>HOT PRODUCT:</b> Hold the eyelids apart and flush with cool water for at least 15 minutes. <b>SEEK IMMEDIATE MEDICAL ATTENTION.</b> Hot Product may cause thermal burns to eyes</p> <p><b>COOL PRODUCT:</b> Flush with cold water or saline solution. Seek medical attention</p>
<b>Ingestion</b>	<p><b>DO NOT INDUCE VOMITING. SEEK IMMEDIATE MEDICAL ATTENTION</b></p> <p><b>HOT PRODUCT:</b> May cause thermal burns in the mouth, throat and esophagus</p> <p><b>COOL PRODUCT:</b> May cause irritation in the mouth, throat and esophagus</p>
<b>Inhalation</b>	<p>Move the person to fresh air and monitor for respiratory distress</p> <p><b>NOT BREATHING:</b> Begin rescue breathing and <b>SEEK IMMEDIATE MEDICAL ATTENTION.</b></p> <p><b>NOTE:</b> Inhalation exposure of fumes of hot product can produce toxic effects. Treat intoxications as hydrogen sulfide exposures.</p>

#### 5. Fire Fighting Measures

<b>Extinguishing Media</b>	Dry chemical foam, carbon dioxide or water fog
<b>Hazardous Combustion Products</b>	Carbon dioxide, carbon monoxide, oxides of sulfur and/or nitrogen, unburned hydrocarbons and smoke fumes. At elevated temperatures hydrogen sulfide and other sulfur containing gases may be produced.
<b>Special Properties</b>	Asphalt emulsions normally will not ignite. Asphalt residues will burn if heated. At elevated temperatures asphalt emulsions may separate to form a layer of asphalt and a layer of water. Fire in the vicinity of storage tanks may cause a boiling liquid-expanding vapor explosion (BLEVE).





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**6. Accidental Release Measures**

<b>Personal Precautions</b>	Wash hands and other exposed skin areas with soap and water before eating, drinking, smoking, using toilet facilities or leaving the work area. Use only cleaning soaps/agents approved for human use – do not use gasoline, kerosene, solvents or harsh abrasives
<b>Personal Protective Equipment (PPE)</b>	GENERAL: Minimum PPE recommended is safety glasses, work gloves and work shoes. EYE: Safety glasses for small spills, Goggles or face shield for large spills. A suitable eyewash station should be located in the vicinity of the work area. HAND: Standard work gloves recommended. Nitrile, neoprene or butyl gloves recommended for repeated or prolonged use. RESPIRATORY: With adequate ventilation a respirator is usually not required. In those cases where exposure exceeds the occupational control limits a NIOSH/MSA approved air purifying particulate respirator suitable for dusts, fumes and mists is recommended. Respirators should be used in accordance with 29 CFR 1910.134.
<b>Small Spills</b>	Absorb or cover with earth, sand or other inert non-combustible absorbent material. Scrape up and place into containers for disposal.
<b>Large Spills</b>	Immediately contact emergency personnel. In all cases stop the source of leak only when it is safe to do so. LAND: Contain the spill with dikes of earth or sand. Do not allow to enter waterways or sewer. Recover as much liquid as possible for re-use/reclamation. Scrape up residual product and diking material and either reclaim or dispose of. WATER: The emulsion will slowly begin to disperse in water. Contain as much as possible with booms and begin recovery as soon as possible. Notify local and state authorities and the National Response Center if required.

**7. Handling and Storage**

<b>Handling</b>	HOT PRODUCT: Avoid breathing fumes or vapors – hydrogen sulfide can accumulate in bulk transport or storage tanks. Wear appropriate PPE to avoid skin, face and eye contact, especially when opening hatches or vents, since the bulk transporter or tank may be pressurized. COOL PRODUCT: Avoid breathing fumes or vapors. Wear appropriate PPE when opening hatches or vents in case pressure has built up in the bulk transporter or storage tank.
<b>Storage</b>	HEATING: Avoid overheating product -- temperature >200°F (93°C). Keep heating coils and flues in storage tanks and trucks covered with material when heating. COLD WEATHER: Protect product from freezing. GENERAL: Empty containers will contain product residues. Do not cut, grind, weld or expose containers to potential ignition sources unless precautions are taken against these hazards.

## 8. Exposure Controls/Personal Protection

### OCCUPATIONAL EXPOSURE LIMITS

SUBSTANCE	CAS NO.	TIME/TYPE
Asphalt	8052-42-4	ACGIH 8-hr TWA: 0.5 mg/m <sup>3</sup>
Fuel Oil Flux	68334-30-5	ACGIH TWA: 100 mg/m <sup>3</sup>
Stoddard Solvent	8052-41-3	ACGIH TWA: 100 ppm
		OSHA PEL TWA: 500 ppm
		NIOSH PEL TWA: 350 mg/m <sup>3</sup>
		NIOSH Ceiling: 1800 mg/m <sup>3</sup> [15 minute]
Hydrogen Sulfide	7783-06-4	ACGIH TWA: 1 ppm, STEL: 5 ppm
		OSHA PEL 8-hr: 10 ppm / 14 mg/m <sup>3</sup> , 15-min STEL: 15 ppm / 21 mg/m <sup>3</sup>
Engineering Controls		Provide exhaust ventilation or other engineering controls in enclosed areas to keep airborne vapor concentrations below respective exposure limits.
Personal Protection (PPE)		
General		PPE should be based on a risk assessment of the work area. In all cases use good personal hygiene.
Skin		Work clothes, work boots and work gloves should be worn.
Eye		OSHA- approved safety glasses. A suitable eyewash station should be available
Respiratory		With adequate ventilation a respirator is not required. If the risk assessment indicates a respirator is required a NIOSH/MSA approved air-purifying particulate respirator suitable for dusts, fumes and mists should be used. Respirator selection must be based on known or anticipated exposure limits for the hazards and the safe working limits of the respirator



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## 9. Physical and Chemical Properties

Physical State	Liquid
Color	Brown-Black
Odor	Mild Petroleum-like
pH	2-4
Melting Point, °F (°C)	Not Applicable
Freezing Point, °F (°C)	32 (0)
Boiling Point, °F (°C)	212 (100)
Flash Point, °F (°C)	Not Applicable
Evaporation Rate	INA
Flammability	NFPA Class III-B combustible material
Lower Flammable Limit, % by Vol.	Not Applicable
Upper Flammable Limit, % by Vol.	Not Applicable
Vapor Pressure	INA
Vapor Density	>1 (Air = 1)
Relative Density	>1 (Water = 1)
Solubilities	Water: Dispersable
Partition Coefficient (n-octanol/water)	INA
Auto-Ignition Temperature	Not applicable
Decomposition Temperature	Not applicable
Viscosity	See AASHTO M-208

## 10. Stability and Reactivity

Reactivity	Not reactive under normal conditions
Chemical Stability	Stable under normal conditions
Possibility of Hazardous Reaction	Minimal
Conditions to Avoid	Excessive heat, freezing, sources of ignition.
Incompatible Materials	Strong oxidizers such as nitrates, chlorates, peroxides
Hazardous Decomposition Products	Combustion produces carbon dioxide, carbon monoxide, oxides of sulfur and/or nitrogen, unburned hydrocarbons. At elevated temperatures hydrogen sulfide and other sulfur gases may be produced.

<b>11. Toxicological Information</b>	
<b>Major Routes of Entry</b>	Skin Contact
<b>Symptoms related to</b>	
<b>Skin</b>	Irritation with reddening, itching, burning feeling and/or swelling. Contains component(s) that may cause allergic skin reactions. Repeated skin contact may cause harmful effects to other parts of the body. Hot material may cause thermal burns
<b>Eye</b>	Irritation with tearing, redness, stinging or burning feeling. Hot material can cause thermal burns with eye tissue destruction and possible permanent injury.
<b>Ingestion</b>	Stomach and/or intestinal pain, nausea, vomiting and/or diarrhea
<b>Inhalation</b>	No significant adverse health effects expected during normal exposure to product at room temperature. Fumes from hot product may cause irritation to the respiratory tract.
<b>Short Term Exposure</b>	
<b>Immediate</b>	HOT PRODUCT: May cause skin and respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Chronic</b>	HOT PRODUCT: May cause skin and respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Long Term Exposure</b>	
<b>Immediate</b>	HOT PRODUCT: may cause dermatitis, acne and/or photosensitization of the skin. May cause respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Chronic</b>	HOT PRODUCT: May cause dermatitis, acne, and/or photosensitization of the skin. May cause respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Toxicity Data</b>	
<b>Asphalt</b>	Oral LD <sub>50</sub> : Acute >5000 mg/kg [rat] Dermal LD <sub>50</sub> : >2000 mg/kg [rabbit]
<b>Fuel Oil Flux</b>	Octane (111-65-9): Inhalation LC <sub>50</sub> : 118mg/l 4 hrs [rat] n-Nonane (111-84-2): Inhalation LC <sub>50</sub> : 3200 mg/l 4 hrs [rat] n-Heptane (14282-5) Inhalation LC <sub>50</sub> : 103 mg/l 4 hrs [rat] Naphthalene (91-20-3): Dermal LD <sub>50</sub> : >2 g/kg [rabbit] Oral LD <sub>50</sub> : 450 mg/kg [rat]
<b>Stoddard Solvent</b>	Inhalation LC <sub>50</sub> : >20 mg/l 1 hr [rat] Oral LD <sub>50</sub> : >7000 mg/kg [rat] Dermal LD <sub>50</sub> : >2000 mg/kg [rabbit]
<b>Hydrogen Sulfide</b>	Intraperitoneal LD <sub>50</sub> : 2300 µg/kg [rat] Intravenous LD <sub>50</sub> : 270 µg/kg [rat] Inhalation (Vapor) LC <sub>50</sub> : 820 mg/kg 3 hrs [rat] Inhalation (Gas) LC <sub>50</sub> : 712 ppm 1 hr [rat]

## 11. Toxicological Information, continued

Carcinogenic Data	
<b>Asphalt</b>	IARC: Determined that there is sufficient evidence that extracts of stream and air refined bitumens are carcinogenic in animals but there is inadequate evidence that bitumens alone are carcinogenic to humans. NTP: Reasonably expected to be a carcinogen. ACGIH: A4 – Not classifiable as a carcinogen. OSHA – Select Carcinogens: Listed
<b>Fuel Oil Flux</b>	ACGIH (Fuels, diesel 68334-30-5): A3 confirmed carcinogen with unknown relevance to humans
<b>Stoddard Solvent</b>	No data available to indicate product or any components present at greater than 0.1% are carcinogenic
<b>Hydrogen Sulfide</b>	No known significant effects
<b>Target Organs</b>	Skin, Eyes, Respiratory System



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**12. Ecological Information**

<b>Ecotoxicity</b>	Harmful to aquatic organisms
<b>Persistence &amp; Biodegradability</b>	Expected to have a low rate of biodegradation
<b>Bioaccumulative Potential</b>	Expected to have a low rate of bioaccumulation
<b>Mobility in Soil</b>	Not mobile in soil – will not penetrate to a significant depth.

**13. Disposal Considerations**

<b>RCRA Classification</b>	The product as supplied is not considered a hazardous waste. The hazard characteristic and regulatory waste stream classification can change with product use. It is the responsibility of the user to determine at the time of disposal whether the material is a hazardous waste subject to RCRA or not.
<b>Waste Disposal</b>	Disposal of this product, solutions and any by-products must comply with Local, State and Federal Regulations

**14. Transportation Information**

Type	UN Number	Proper Shipping Name	Class	PG*	Label	Other
<b>USDOT (Non-bulk)</b>	Not Regulated					
<b>USDOT (Bulk)</b>	Not Regulated					
<b>IATA-DGR</b>	Not Regulated					
<b>IMDG</b>	Not Regulated					

\*PG = Packing Group



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<b>15. Regulatory Information</b>	
<b>TSCA Inventory</b>	This product and/or its components are listed on the Toxic Substances Control Act (TSCA) Inventory
<b>OSHA Hazard Communication Standard</b>	This product has been determined to be hazardous as defined in the OSHA Hazard Communication Standard
<b>SARA 302 Emergency Planning and Notification</b>	Extremely Hazardous Substances (40 CFR 302.4, 40 CFR 355) identified in this product: Hydrogen Sulfide (500 lb TPQ)
<b>SARA 304 Emergency Planning and Notification</b>	Extremely Hazardous Substances or CERCLA Hazardous Substances which in the case of spill may be subject to reporting requirements; Hydrogen Sulfide (100 lb. Final RQ)
<b>SARA 311/312 Emergency Planning and Notification</b>	EPA Hazard Category: Acute
<b>CERCLA</b>	CERCLA requires notification to the National Response Center of the release of "hazardous substances" equal to or greater than the RQ listed in 40 CFR 302.4: NONE
<b>RCRA</b>	The product as supplied is not considered a hazardous waste. The hazard characteristic and regulatory waste stream classification can change with product use. It is the responsibility of the user to determine at the time of disposal whether the material is a hazardous waste subject to RCRA or not.
<b>Clean Water Act</b>	This product is classified as an oil under Section 311 of the CWA. Discharges or spills which produce a visible oil sheen on waters of the United States or adjoining shorelines or conduits leading into surface waters must be reported to the National Response Center at 1-800-424-8802. Local and state regulations may be more restrictive and require additional reporting.
<b>Oil Pollution Act</b>	This product is classified as an oil under the OPA. Discharges or spills which produce a visible oil sheen on waters of the United States or adjoining shorelines or conduits leading into surface waters must be reported to the National Response Center at 1-800-424-8802. Local and state regulations may be more restrictive and require additional reporting.
<b>Clean Air Act</b>	This product contains the following components designated as hazardous, toxic or flammable air pollutants under Section 112 of the CAA: NONE
<b>California Proposition 65</b>	This material contains the following components which are known to the State of California to cause cancer, birth defects or other reproductive harm: Polynuclear Aromatic Hydrocarbons (4-6 member condensed rings)
<b>New Jersey Right-To-Know</b>	For New Jersey RTK labeling requirements refer to components listed in Section 3
<b>Additional Regulatory Remarks</b>	None



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**16. Other Information**

<b>Date Prepared</b>	November 2016
<b>Revision Number</b>	1
<b>Prepared By</b>	
<b>Abbreviations</b>	
<b>=, eq</b>	Equal to
<b>&gt;</b>	Greater than
<b>&lt;</b>	Less than
<b>INA</b>	Information not available
<b>NE</b>	Not Established
<b>ACGIH</b>	American Conference of Government Industrial Hygienists
<b>AIHA</b>	American Industrial Hygiene Association
<b>AASHTO</b>	American Association of State Highway Transportation Officials
<b>CAA</b>	Clean Air Act
<b>CAS</b>	Chemical Abstract Service
<b>CERCLA</b>	Comprehensive Environmental Response, Compensation and Liability Act of 1980
<b>CFR</b>	Code of Federal Regulations
<b>CWA</b>	Clean Water Act
<b>DGR</b>	Dangerous Goods Regulations
<b>EPA</b>	U. S. Environmental Protection Agency
<b>HMIS</b>	Hazardous Materials Identification System
<b>IARC</b>	International Agency for Research on Cancer
<b>IATA</b>	International Air Transport Association
<b>IMDG</b>	International Maritime Dangerous Goods
<b>MSA</b>	Mine Safety Administration
<b>NFPA</b>	National Fire Protection Administration
<b>NIOSH</b>	National Institute of Occupational Health and Safety
<b>NTP</b>	National Toxicology Program
<b>OPA</b>	Oil Pollution Act of 1990
<b>OSHA</b>	Occupational Safety and Health Administration
<b>PEL</b>	Permissible Exposure Limits
<b>RCRA</b>	Resource Conservation and Recovery Act
<b>SARA</b>	Superfund Amendments and Reauthorization Act of 1986
<b>STEL</b>	Short Term Exposure Limit
<b>TSCA</b>	Toxic Substances Control Act
<b>TWA</b>	Time Weighted Average





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<b>DISCLAIMER</b>
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<p>The information contained in this SDS was obtained from sources believed to be reliable and is considered to be accurate as of the data of preparation of this SDS. However, the information is provided without warranty, express or implied, regarding its accuracy. Some information and conclusions presented in this SDS are from sources other than direct test data. The SDS was prepared for and is to be used only for this product. If this product is used as a component in another product or formulation, this SDS information may not be applicable. This SDS may not be used as a commercial specification sheet of the manufacturer or seller. The conditions or methods of handling storage, use and disposal of this product by the user is beyond our control and the manufacturer does not assume responsibility for and expressly disclaims liability for loss, damage, or expense arising out of or connected in any way with the handling, storage, use, and disposal of this product by the user.</p>
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# EF Series

## Fast Dry Low VOC Solvent Based Traffic Paint

## PRODUCT DATA

Product Type: Fast Dry Low VOC Solvent Based

Product Code: 985691 985697

Product Color: White Lead Free Yellow

Description: SB WHT 150 VOC HWVW1  
SB LF YEL 150 VOC

HWVY3 Specification: WA DOT 9.34.2(4)

Effective Date: **October 31, 2016**

### Product Description:

A user friendly, fast drying, low voc solvent based traffic paint suitable for application by airless or air atomized equipment. May be used to stripe roadways, airports and parking lots with or without pressure applied glass beads. It offers all of the benefits of a low VOC solvent based paint, and quickly dries to a no track condition. This product meets WA DOT Specification 9-34.2(4) for Low VOC Solvent based Traffic Paint.

### Product Advantages:

- Below 150 VOC – use year round
- Product reduces and cleans up with acetone
- Performs equally well on both asphalt and concrete
- Paint demonstrates excellent bead retention
- Keeps traffic control to a minimum when striping
- Can be used for symbols, legends and lane marking

### Packaging:

This paint is available in 5 gallon pails, 55 gallon drums and 275 gallon totes. Other packaging available on request.

### Storage:

Shelf life of the unopened product is one year from date of manufacture with proper storage and minimal agitation. Proper storage includes inside or covered, above 35° F (3° C), and out of direct sunlight. Outside storage for short intervals is acceptable.

### Conditions for Application:

All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate and chipping/peeling existing striping. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint. When in doubt, always test adhesion. For complete drying and minimum dirt retention when striping parking lots, the lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

### Coverage:

1 gallon yields 320 feet of 4" stripe @ 15 mils; 400 feet of 4" stripe @ 12 mils.

### Physical Characteristics:

% Total weight solids:	65% minimum
% Total Pigment solids:	53% maximum
% Viscosity in Krebs Units:	75-85
Weight per gallon:	11.8 lbs./gal min
Contrast ratio 5 wet mils:	0.92 minimum
Reflectance/white:	80 minimum
Reflectance/yellow:	50 minimum
Titanium Dioxide in white:	1 lb. minimum
Titanium Dioxide in yellow:	0.2 lbs. minimum

**Dry Time:** Without drop on glass beads, this paint dries to a lab ASTM D711 no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 77° F at 50±5% humidity. When glass beads are applied at a rate of at least 6 pounds per gallon to a 15 mil wet line, the field applied paint will dry to an ASTM D713 no-track in less than 1 minute when applied at the weather conditions above.

**Limitations:** Applying a test strip to determine dry to no- pickup time when the humidity is higher than 65%.  
Cone whenever necessary.

- Do not heat paint in striping system above 60 C.
- Do not apply when temperatures are below 3 C.
- Do not apply when rain is forecast.
- Do not apply when temperatures are near or below the dew point or rain is forecast within 1 hour.
- Do not thin more than 5% with acetone, and then use immediately.

The product data offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warranty, expressed or implied. Because the conditions of use are beyond our control, neither Ennis-Flint nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. As Ennis-Flint has neither control over the installation of product described herein nor control of the environmental factors the installed markings are subjected to, there is no guarantee as to the durability or the retroreflective properties of any marking system applied. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.



**ENNIS-FLINT**  
A Traffic Safety Solutions Company

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www.ennisflint.com

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# PermaSeal

## Heavy Duty Pavement Sealer

### Contractor Grade



Improves pavement appearance  
Restricts water penetration  
Prevents ultra-violet oxidation  
Resists gas, oil and salt  
Increased skid resistance  
Saves you money

*PermaSeal* is a protective coating specially formulated from asphalt clay emulsion. It has excellent weathering properties which resist damage caused by chemicals and other destructive elements. In addition to sealing **out** moisture and ultraviolet oxidation, the coating seals **in** the asphalt binder which keeps the pavement flexible. *PermaSeal* is odorless and contains no skin irritants.

Specifications Bulletin  
March 2016

*PermaSeal* heavy duty pavement sealer is produced and distributed locally from a manufacturing plant located in Spokane, Washington.

**Available by the gallon and in bulk quantities.**



Seal coating gives pavement a uniform appearance while filling minor pores and voids in the surface. Seal coating also gives sharp contrast to pavement markings, as shown above.

To reduce long term maintenance expenses, it is recommended that pavement be seal coated every 3 to 5 years, depending on traffic and overall condition of the asphalt.

### *Uses*

*PermaSeal* is specifically designed with the professional contractor in mind. This product is used to seal pavements such as parking lots, driveways, playgrounds, drive-in commercial establishments and any other non-highway asphalt surface.



### *Surface Preparation*

Prior to application, new asphalt must be allowed to cure and consolidate. New hot mix pavement or hot mix patches should cure a minimum of 30 days before seal coating. New cold mix pavements or cold mix patches (containing solvents) should be allowed to cure a minimum of 90 days. Asphalt surfaces should be clean and free of loose stone, dust, grease or other foreign matter. Broom sweeping and pressure washing with water will usually clean ordinary surfaces. Places where grease and oils have accumulated, however, should be scraped or scoured off using a detergent followed by a thorough rinsing with water. Areas soaked with fuel, oil or other petroleum derivatives, which cannot be cleaned satisfactorily, should be replaced. One alternative method would be to grind 1/16" or 1/8" from the surface.

### *Application*

**PermaSeal** material should be stirred to a uniform, homogenous consistency prior to application. A maximum of 25% water by volume is allowable to give the material the consistency suitable for application. **PermaSeal** can be applied by mechanical applicator, squeegee or brush (or a combination of these). A push broom with fine Tampico, nylon or similar fibers is recommended for on textured pavement surfaces for putting down the first coat. Rubber-edged squeegees can also be utilized as long as they deposit the proper amount of material. Mechanical applicators using both brushes and squeegees are suitable along with pressure applicators. With surface dampened, the first coat should be thoroughly worked in the surface voids of the pavement to insure a continuous protective coat. To prevent cracking or checking upon drying, uneven application should be avoided. An excessively heavy coating should also be avoided. A second coat is recommended for heavy traffic areas. If needed, the second coat should be applied once the first coat has satisfactorily dried. It is recommended that the second coat be applied at right angles to the direction of the initial coat wherever possible. The same spreading procedure should be followed in putting down both coats. A fine mist or water spray will improve the ease of applying the second coat if one or more days elapse between the first and second coat. Drying time is directly related to the ambient air temperature and relative humidity as well as other factors such as film thickness, wind velocity, etc. Light traffic may be permitted when dry. Heavy traffic or parking of vehicles should be avoided until the coating has thoroughly cured in order to prevent damage and pick-up.

Apply only in good weather. Do not apply in rain, frost or if rain is forecast within 24 hours, as temperature and humidity affect curing time. Applications on warm, sunny days are recommended. Apply only when the pavement and air temperature is 50° F and rising. Do not use on concrete pavements.

### *Clean Up*

Rinse tools in water before use and wash in soapy water immediately after use. Hardened material can be removed with asphalt and tar remover or mineral spirits.

### *Storage and Handling*

#### **CAUTION**

Do not take internally. Close container after each use. Keep from freezing.

**KEEP OUT OF REACH OF CHILDREN!**

### ***Shipping Weight***

<b>Unit Size</b>	<b>Weight per Unit</b>	
55 Gallons	616.0	lbs.
5 Gallons	56.0	lbs.
Bulk	10.5	lbs. / gallon

### ***Recommended coverage rates for bituminous surfaces are as follows:***

#### **COVERAGE RATES**

<i>Surface Condition</i>	<i>Gallons</i>	<i>Sq. Ft.</i>
<b>Smooth, Dense Pavement</b>	<b>2.0</b>	<b>100</b>
<b>Medium Surface</b>	<b>3.0</b>	<b>100</b>
<b>Rough, Aged Surface</b>	<b>4.5</b>	<b>100</b>
<b>Excessively Rough Surfaces</b>	<b>5.0</b>	<b>100</b>

### ***Specifications***

	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Test Methods</u></b>
Cone Penetration @ 77F, dmm	340	430	ASTM D217
Non-Volatile Components % Weight	55	70	See Note 1:4
% Non-Volatile Soluble in Trichloroethylene by Wt.	20	15	ASSHTO
Typical Density – lbs/gal	10.0	10.9	
Note 1:4 - Method for determination of non-volatile components. Weight 100 grams of homogenous product into a previously tarred, small ointment can lid. Place in a constant temperature oven at 325°F for 1 ½ hours, cool, re-weigh and calculate non-volatile components.			
Color (as received)	Dark Brown		
Color (cured film)	Deep Black		

### ***Typical Physical Properties***

Color	Black
Drying Time	70° F, 50% RH – 2 hours to touch Firm at 16 hours
Application Temperature	50° F and rising
Flammability	None
Specific Gravity	1.2
Ash Content	34% of solids
Non-Volatile (percent)	58

#### **Road Products, Inc.**

P.O. Box 11072

Spokane, WA 99211-1072

**Phone: (509) 922-1206**

**Fax: (509) 922-0156**

#### **Distributed By:**

## **PERMASEAL**

### **Technical Instructions & Specifications**

**Product Description:** Permaseal is a mineral filled cationic asphalt emulsion based, seal coat for bituminous pavements at parking lots, schoolyards, drive ways and walk ways. Permaseal provides excellent resistance to abrasion and prevents damage to asphalt from the harmful effects of sunlight and oxidation. Permaseal prevents damage to asphalt pavement due to adverse weather conditions. Permaseal prolongs asphalt pavement life, reduces maintenance costs, and beautifies the pavement by drying to a black and even textured surface coat. THERE ARE NO TOXIC, CARCINOGENIC AGENTS OR ORGANIC SOLVENTS IN PERMASEAL.

**Specifications:** Permaseal is supplied in a concentrate form. Water should be added to permaseal prior to application on asphalt pavements. Specifications for Permaseal are as follows:

Uniformity.....Homogeneous with no separation or coagulation  
that cannot be overcome by moderate agitation.  
Weight per gallon Q 77° F (25° C) ASTM D-244.....10-12 lbs./gal. Residue by  
evaporation ASTM D-2939.....58% - 62% Wet Flow ASTM D-  
2939.....No sagging or flow of undiluted emulsion. Firm Set 24 hour ASTM D-  
2939.....No tendency of film to break, roll or peel. Resistance to water ASTM D-2939.....No  
blistering or tendency to re-emulsify.

Aggregate passing #16 sieve ASTM C-136.....100% Wet Track  
Abrasion test ASTM D-3910.....25g/ft<sup>2</sup> avg.

**Rate of Application:** Rate of application for Permaseal may vary with the texture, porosity and age of the asphalt pavement to be sealed. The following application rates are general recommendations: (Manufacturer recommends 2 coats of Permaseal)

1 coat Permaseal, smooth pavement .015 to 0.2 gallons per square yard

2 coat Permaseal, rough pavement

First Coat.....0.2 gallons / sq.yd.

Second Coat.....0.15 gallons / sq.yd.

Sealcoats are affected greatly by weather conditions, especially during construction. The ideal conditions are a warm, sunny day with low humidity. Humidity and cool weather will delay the curing time and cause the seal coat to be tender for a longer period of time making it more susceptible to damage by traffic. Rain can cause major problems when seal coating. If the asphalt binder has not cured, it can become diluted and rise above the top of the cover aggregate. After the water evaporates, asphalt may cover the entire surface causing tires to pick up aggregate or track the binder across the surface. Never seal coat when showers are threatening. Ideal temperature for seal coating is 60 degrees and rising.

Wednesday, April 28, 2021

**Subject: City of Moscow Slurry Seal-2021**

**Contractor: Blackline Inc.**

## 1. Material Evaluation

**Table I: Materials List**

Material	Source
CQS-1HP Emulsion	Idaho Asphalt Supply, Hauser Terminal
Type II Slurry Aggregate	Atlas Sand & Rock Pit-Lewiston, ID

The properties of the CQS-1HP emulsion met AASHTO M208 Specifications and are listed in Table II:

**Table II: Emulsion Test Results**

Test	Method	Spec	Result
Viscosity, Saybolt Furol at 25°C (77°F), sec	AASHTO T59	20-100	<b>35</b>
Particle Charge	AASHTO T59	Positive	<b>Positive</b>
Sieve Test, %	AASHTO T59	0.10 max	<b>0.02</b>
Residue by Distillation, %	AASHTO T59	62.0 min	<b>65.1</b>
<b>Tests on Distillation Residue</b>			
Penetration at 25°C (77°F), 100g, 5 s, 0.1mm	AASHTO T49	40-90	<b>57</b>
Elastic Recovery, 10°C (50°F), %	AASHTO T301	50	<b>80</b>
Softening Point, °F	AASHTO T53	135	<b>138</b>
Ash content, %	AASHTO T59	1 max	<b>0.01</b>
Polymer Content, %	-----	3.0	<b>3.0+</b>

The aggregate met ISSA type II aggregate gradation and City of Moscow § 2.4, Table 1 Gradation. The aggregate is 100% crushed stone, free of organic material, clay balls, or other deleterious materials in accordance with City of Moscow § 2.2.A.

**Table III: Aggregate Gradation**

Sieve Size		%	City of Moscow § 2.4, Table 1		Stockpile
Mesh	(mm)	Passing	% Passing		Tolerances
3/8	9.5	<b>100</b>	100	100	±5%
#4	4.75	<b>100</b>	90	100	±5%
#8	2.36	<b>81</b>	65	90	±5%
#16	1.18	<b>51</b>	45	70	±5%
#30	0.60	<b>34</b>	30	50	±5%
#50	0.30	<b>24</b>	18	30	±4%
#100	0.15	<b>17</b>	10	21	±3%
#200	0.075	<b>13.9</b>	5	15	±2%



**Table IV: Aggregate Properties (City of Moscow § 2.2- B, C,D,E)**

Test	Test Method	Requirement	Result
Sand Equivalent	AASHTO T176	45 Min.	<b>71</b>
LA Abrasion (%)	AASHTO T96	35% Max	<b>19*</b>
Sodium Sulfate Soundness (%)	AASHTO T104	15% Max	<b>4*</b>

**\*Tested by All West Testing & Engineering 3/25/2021**

**Table V: Bulking Effect (City of Moscow § 2.7.A, Table 1)**

Moisture (%)	Unit Weight (lbs/ft <sup>3</sup> )
0	<b>121.8</b>
1	<b>116.9</b>
2	<b>115.1</b>
3	<b>115.5</b>
4	<b>115.6</b>
5	<b>116.7</b>
6	<b>119.7</b>
7	<b>124.5</b>
8	<b>125.8</b>
9	<b>127.6</b>
10	<b>128.3</b>

## 2. Job Mix Formula

A job mix formula that was determined by a series of mix time and cohesion tests is listed in Table V. The evaluation results on the job mix formulation appear in Table VI.

**Table V: Job Mix Formulation**

Component	% on Dry Aggregate Basis	Range	City of Moscow § 2.7. A
Portland Cement (Type I)	0.5	±0.5	0.0-3.0%
Aluminum Sulfate	0	0-0.3%	As needed
Water†	8	±3.0*	As needed*
Emulsion	13	±1.0	--
Residual Asphalt	8.46	±0.65	7.5 – 13.5%

\* As needed for field performance

†Water is potable and free from harmful salts and contaminants (City of Moscow § 2.5 A)

**Table VI: Job Mix Formulation Evaluation Results (City of Moscow § 2.7. A)**

Test	ISSA TB No.	Requirement	Result
Slurry Seal Consistency, cm	TB-106	2.0-3.0	2.4
Wet Cohesion, kg-cm 30 Minutes (Set) 60 Minutes (Traffic)	TB-139	12 Min 20 Min	12 (Normal) 20 (Near Spin)
Excess Asphalt by LWT, g/ft <sup>2</sup>	TB-109	50 Max	30.8
Wet Stripping	TB-114	Pass (90% Min)	Pass (> 95%)
Wet Track Abrasion, g/ft <sup>2</sup> One-hour Soak	TB-100	75 Max	16.3
Mix Time, sec @ 77°F (25°C) @ 100°F (38°C) Expected	TB-113	180 seconds Min	180+ 180+

\*Under lab condition: 74°F and 30% humidity

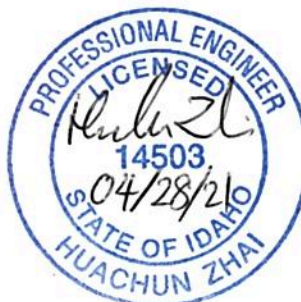
†Machine: Hobart A-120 Time: 405 seconds

‡Cycles: 1000 Loading Weight: 125 lbs

Note: These results were obtained under laboratory conditions and were performed on materials submitted using accepted procedures. No warranty, express or implied, is made. Variations in materials, production equipment, and environmental conditions at the time of application sometimes require adjustments in formulation to maintain optimum performance.

*Huachun Zhai*

Huachun Zhai, Ph.D., P.E.  
VP of Product Quality and Innovation  
4/28/2021





ARROCON-10

JSLOVER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2023

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073 E-MAIL ADDRESS: nowspkinfo@hubinternational.com
INSURED  Arrow Concrete & Asphalt Specialties LLC PO Box 11133 Spokane, WA 99211-1133	INSURER(S) AFFORDING COVERAGE INSURER A : Western National Assurance Company 24465 INSURER B : Western National Mutual Insurance Company 15377 INSURER C : Idaho State Insurance Fund 36129 INSURER D : Travelers Casualty & Surety Company of America 31194 INSURER E : Scottsdale Insurance Company 41297 INSURER F :

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA STOP GAP			CPP 1254371	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limit \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1252546	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1043084	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	631965	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equip			107823578	12/31/2022	12/31/2023	\$1,000 Ded 100,000
E	Pollution			VRS0006392	12/31/2022	12/31/2023	\$10,000 Ded 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



< **Business Lookup**

## License Information:

[New search](#) [Back to results](#)

**Entity name:** ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC

**Business name:** ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.

**Entity type:** Limited Liability Company

**UBI #:** 601-619-703

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 12301 E EMPIRE AVE  
SPOKANE VALLEY WA 99216-1231

**Mailing address:** PO BOX 11133  
SPOKANE VALLEY WA 99211-1133



Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Deer Park General				Active	Apr-30-2024	May-09-2017

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Business - Non-Resident						
Liberty Lake General				Active	Apr-30-2024	Aug-16-2021
Business - Non-Resident						
Millwood General				Active	Apr-30-2024	Oct-14-2019
Business						
Minor Work Permit				Active	Apr-30-2024	Jul-01-2004
Spokane General Business	T12011346BL			Active	Apr-30-2024	Oct-15-2012
- Non-Resident						
Spokane Valley General				Active	Apr-30-2024	Apr-24-2009
Business						



# Governing People

May include governing people not registered with Secretary of State

Governing people	Title
LAWLEESS, DENISE	
LAWLESS, DAVID	

# Registered Trade Names

Registered trade names	Status	First issued
ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.	Active	Feb-07-2023

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:  
5/24/2023 3:21:09 PM

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**Agenda Sheet for City Council Meeting of:**  
06/12/2023

<b><u>Date Rec'd</u></b>	5/24/2023
<b><u>Clerk's File #</u></b>	OPR 2020-0604
<b><u>Renews #</u></b>	

<b><u>Submitting Dept</u></b>	FIRE	<b><u>Cross Ref #</u></b>	
<b><u>Contact Name/Phone</u></b>	BRIAN SCHAEFFER X7001	<b><u>Project #</u></b>	
<b><u>Contact E-Mail</u></b>	BSCHAEFFER@SPOKANECITY.ORG	<b><u>Bid #</u></b>	
<b><u>Agenda Item Type</u></b>	Contract Item	<b><u>Requisition #</u></b>	MASTER
<b><u>Agenda Item Name</u></b>	1970 - CONTROL SOLUTIONS NORTHWEST HVAC MAINTENANCE		

**Agenda Wording**

Contract renewal with Control Solutions Northwest, Inc. to perform public works HVAC maintenance at various Fire Facilities. This one-year contract renewal will add \$90,000.00 in additional funds.

**Summary (Background)**

A multi-year master contract (OPR 2020-0604, RES 2020-0052) was established in July 2020 with Control Solutions Northwest for monitoring, service and repair of HVAC equipment at Dispatch, SFD Training and SFD Maintenance. The contract was amended in 2022 to add an additional \$100,000 to cover several expensive and unanticipated repairs that occurred during the first 2 years of the contract.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense	\$ \$90,000.00	<b><u>Budget Account</u></b>	# VARIOUS
Select	\$		#
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	SCHAEFFER, BRIAN
<b><u>Division Director</u></b>	SCHAEFFER, BRIAN

**Council Notifications**

<b><u>Study Session\Other</u></b>	PIES 5/22/23
<b><u>Council Sponsor</u></b>	CM'S KINNEAR & CATCHART

**Finance** SCHMITT, KEVIN

**Legal** HARRINGTON,  
MARGARET

**For the Mayor** PERKINS, JOHNNIE

**Distribution List**

dstockdill@spokanecity.org

fireaccounting@spokanecity.org

kschmitt@spokanecity.org

**Additional Approvals**

**Purchasing** tina.butori@controlsolutionsnw.com (Tina Butori)




## Committee Agenda Sheet

### PUBLIC INFRASTRUCTURE, ENVIRONMENT AND SUSTAINABILITY

<b>Submitting Department</b>	Fire
<b>Contact Name &amp; Phone</b>	Brian Schaeffer 435-7001
<b>Contact Email</b>	bschaeffer@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear, CM Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Renewal of HVAC Monitoring, Service and Repair Contract
<b>Summary (Background)</b>	A multi-year master contract (OPR 2020-0604, RES 2020-0052) was established in July 2020 with Control Solutions Northwest for monitoring, service and repair of HVAC equipment at Dispatch, SFD Training and SFD Maintenance. The contract was amended in 2022 to add an additional \$100,000 to cover several expensive and unanticipated repairs that occurred during the first 2 years of the contract. The original 3-year contract included two, 1-year extensions. The contract will expire on June 30, 2023. SFD would like to renew this contract for another year – the first of the two optional one year extensions. Due to unanticipated repairs and inflationary increases, actual costs continue to exceed the original contract estimate of \$60,000/yr. for both repairs and maintenance. SFD is requesting \$90,000 be added to this contract for the 2023-2024 annual renewal.
<b>Proposed Council Action &amp; Date:</b>	Approval by Council not later than 6/26/2023.
<b>Fiscal Impact:</b> Total Cost: <u>\$90,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: <b>Fire/EMS funds: Dispatch Building budget</b>  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  This proposal involves repairs at SFD support facilities. Data collected will be related to the effectiveness of repairs and expenditure control.	

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

SFD Accounting will continue to track HVAC repair expenditures to ensure limits are not exceeded throughout the life of the contract.

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

This proposal is in alignment with Capital Improvement Plan, FD Strategic Plan goal #7 – Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner – obtain timely repairs and upgrades to fire stations and other facilities.



**CITY OF SPOKANE**  
**FIRE DEPARTMENT**

**CONTRACT RENEWAL**  
**1 of 2**

**Title: HVAC PREVENTATIVE MAINTENANCE  
FOR FIRE DEPARTMENT AND DISPATCH CENTER**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Care and Maintenance of its HVAC systems for Spokane Fire Department and Dispatch Center Facilities; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the first of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated July 29, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on July 1, 2023 and shall run through June 30, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**CONTROL SOLUTIONS NORTHWEST, INC.**

**CITY OF SPOKANE FIRE DEPARTMENT**

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 A – Certification Regarding Debarment

23-100

**ATTACHMENT A**  
**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2023

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

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

<b>PRODUCER</b> Bell Anderson Agency, Inc. 600 SW 39th St., Suite 200  Renton WA 98057	<b>CONTACT NAME:</b> Mike Miller <b>PHONE (A/C, No, Ext):</b> (509) 329-2985 <b>E-MAIL ADDRESS:</b> mikem@bell-anderson.com <b>FAX (A/C, No):</b> (509) 329-2984
<b>INSURED</b> Control Solutions Northwest, Inc. 7222 E. Nora  Spokane Valley WA 99212	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Western National Assurance Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 24465

**COVERAGES****CERTIFICATE NUMBER:** CL2322256148**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP1253176	02/17/2023	02/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1252543	02/17/2023	02/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1042798	02/17/2023	02/17/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	CPP1253176 - WA STOP GAP	02/17/2023	02/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Upgrade to HVAC Control System at Fire Facilities  
Certificate Holder is additional insured per endorsements #WNG139 0618. Waiver of Subrogation per endorsement #WNG139 0619. Primary & Non-Contributory per endorsement #WNG139 0618. Per Project Aggregate per the attached endorsement #CG2503 0509.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 44 W. Riverside  Spokane WA 99201-0189	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### 1. Additional Insured – Operations

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**B. With respect to Additional Insured - Operations**, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 2. Additional Insured – Completed Operations

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

### 3. **Primary and Noncontributory**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### 4. **Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations**

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.



## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet .....	2
Property Damage Liability	
• Elevators .....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception .....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence .....	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000 .....	4
• Loss of Earnings Up To \$500/Day .....	4
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee .....	4
• Newly Formed Or Acquired Organizations For Up To 180 Days .....	4
• Blanket Additional Insured – Vendors – As Required By Contract .....	4
• Blanket Additional Insured – Lessor Of Leased Equipment .....	6
• Blanket Additional Insured – Managers Or Lessors Of Premises .....	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations .....	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises .....	8
Damage To Premises Rented To You – \$300,000 .....	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations .....	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended .....	9
• Unintentional Failure To Disclose Hazards .....	9
• Waiver of Subrogation .....	10
Insured Contract Amended .....	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication .....	10

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

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

- (5) “Bodily injury” or “property damage” arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

**B. Damage To Property Coverage Extensions**

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

**j. Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

#### **C. Damage To Premises Rented To You**

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

### **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

#### **D. Personal And Advertising Injury**

Item 2. **Exclusions** is amended by replacing Subparagraphs b. and c. with the following:

- b. Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

#### **E. Supplementary Payments – Coverages A and B**

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

### C. Blanket Additional Insured – Vendors – As Required By Contract

- 1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Subparagraphs (4) or (6); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
  - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
  - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to
- Section III – Limits Of Insurance:**

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.



This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

### **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

#### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

#### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
  - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS**

#### **A. Knowledge Of Occurrence**

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

#### **B. Other Insurance**

Item 4. **Other Insurance, b. Excess Insurance** (1) (a) (ii) is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### **C. Unintentional Failure To Disclose Hazards**

Item 6. **Representations** is replaced by the following:

#### **6. Representations And Unintentional Failure To Disclose Hazards**

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **D. Waiver of Subrogation**

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### **SECTION V – DEFINITIONS AMENDMENTS**

##### **A. Insured Contract Amended**

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

##### **B. Personal And Advertising Injury Redefined**

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

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

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee Reimbursement</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
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If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage.



#### **E. Glass Repair – Deductible Waiver**

##### **SECTION III – PHYSICAL DAMAGE COVERAGE,**

**A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

#### **F. Hired Auto Physical Damage**

##### **SECTION III – PHYSICAL DAMAGE COVERAGE,**

**A. Coverage** is amended by adding the following:

##### **5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

#### **G. Rental Reimbursement**

##### **SECTION III – PHYSICAL DAMAGE COVERAGE**

**A. Coverage,** is amended by adding the following:

##### **6. Rental Reimbursement**

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.



- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

#### **H. Accidental Airbag Deployment Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

##### **7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

#### **I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage**, is amended by adding the following:

##### **8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

#### **J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1000 limit with a \$2,500 limit.

#### **SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

##### **A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

##### **B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us**, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud,** is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,** paragraph **b.** is deleted and replaced by the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow.
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.,** the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

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

## **PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

#### **SECTION II – LIMITS OF INSURANCE**

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the “underlying insurance,” or
2. The Limits of Insurance available after the payment of “ultimate net loss” on any insured’s behalf from any claim or “suit”.

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the “Schedule of Underlying Coverages.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN INSURED**, Paragraph 3. is replaced by the following:

3. Any additional insured under any policy of “underlying insurance” will automatically be an insured under this insurance.

Subject to **Section III – Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any “underlying insurance; or
- b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “underlying insurance”.



< **Business Lookup**

## License Information:

[New search](#) [Back to results](#)

**Entity name:** CONTROL SOLUTIONS NORTHWEST, INC.

**Business name:** CONTROL SOLUTIONS NORTHWEST, INC.

**Entity type:** Profit Corporation

**UBI #:** 602-240-826

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 7222 E NORA AVE  
SPOKANE VALLEY WA 99212-1216

**Mailing address:** 7222 E NORA AVE  
SPOKANE VALLEY WA 99212-1216



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Cheney General Business - Non-Resident				Active	Oct-31-2023	Jun-30-2021
Liberty Lake General Business - Non-Resident				Active	Oct-31-2023	Jul-19-2016
Richland General Business - Non-Resident	F03			Active	Oct-31-2023	Feb-07-2012
Spokane General Business - Non-Resident	T12039912BL			Active	Oct-31-2023	Oct-15-2012
Spokane Valley General Business	01191			Active	Oct-31-2023	Feb-16-2004
Warden General Business - Non-Resident	C45			Active	Oct-31-2023	Oct-20-2021

## Governing People May include governing people not registered with Secretary of State



## Governing people

## Title

LAYMAN, MICHAEL (MIKE)

RUIZ, RICARDO

## Registered Trade Names

### Registered trade names

### Status

### First issued

CSN

Active

Sep-16-2019

The Business Lookup information is updated nightly. Search date and time:  
5/10/2023 8:40:26 AM

## Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?



**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/24/2023

**Clerk's File #**

OPR 2022-0589

**Renews #****Submitting Dept**

FIRE

**Cross Ref #****Contact Name/Phone**

BRIAN SCHAEFFER X7001

**Project #****Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

**Bid #**

IPWQ 5679-22

**Agenda Item Type**

Contract Item

**Requisition #**

CR24995

**Agenda Item Name**

1970 - ENVIRONMENT CONTROL OF SPOKANE

**Agenda Wording**

Contract amendment with Environment Control of Spokane for additional services needed at the new Spokane Fire Department MSO/CARES office located at 1610 N. Rebecca. Amendment will add \$10,140.00 (plus tax) annually in additional funds.

**Summary (Background)**

Currently janitorial services are contracted (OPR 2022-0589) for (5) SFD facilities: Combined Communications, 1620 N. Rebecca St., SFD Training Administration 1618 N. Rebecca St., SFD Training Field House, 1614 N. Rebecca St., SFD Maintenance, 1610 N. Rebecca St., and SFD Administration, 44 W Riverside Ave. This amendment adds janitorial services for the new MSO/CARES offices co-located at 1610 N. Rebecca.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ \$10,140.00 (annually, plus tax)

# 1970-35160-22500-54906-42549

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

SCHAEFFER, BRIAN

**Study Session\Other**

PIES 5/22/23

**Division Director**

SCHAEFFER, BRIAN

**Council Sponsor**CM'S KINNEAR &  
CATCHART**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**HARRINGTON,  
MARGARET

BRYANS@ECSPokane.COM (Bryan Spray)

**For the Mayor**

PERKINS, JOHNNIE

dstockdill@spokanecity.org

**Additional Approvals**

fireaccounting@spokanecity.org

**Purchasing**

PRINCE, THEA

kschmitt@spokanecity.org



## Committee Agenda Sheet

### PUBLIC INFRASTRUCTURE, ENVIRONMENT AND SUSTAINABILITY

<b>Submitting Department</b>	Fire
<b>Contact Name &amp; Phone</b>	Brian Schaeffer (509) 435-7001
<b>Contact Email</b>	bschaeffer@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear, CM Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Amendment to Janitorial service contract for SFD facilities
<b>Summary (Background)</b>	<p>Currently janitorial services are contracted (OPR 2022-0589) for (5) SFD facilities: Combined Communications, 1620 N. Rebecca St., SFD Training Administration 1618 N. Rebecca St., SFD Training Field House, 1614 N. Rebecca St., SFD Maintenance, 1610 N. Rebecca St., and SFD Administration, 44 W Riverside Ave. This amendment adds janitorial services for the new MSO/CARES offices co-located at 1610 N. Rebecca.</p> <p><u>Cost increase:</u> \$11,052.60 annual increase to the existing \$64,027 annual contract. Cost includes WA State sales tax</p>
<b>Proposed Council Action &amp; Date:</b>	Approval of contract amendment with Environment Control of Spokane Valley, WA., not later than 26 June 2023.
<b>Fiscal Impact:</b> Total Cost:    \$11,052.60 Annually Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Annual budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Since this proposal is for ongoing janitorial services, any data collection will focus on the quality of the work performed and doesn't necessarily involve disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Regular communication between facility stake-holders and janitorial operations ensures services are provided according to the contract.	
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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.	



**CITY OF SPOKANE**  
**FIRE DEPARTMENT**

**CONTRACT AMENDMENT**

Title: **FIRE DEPARTMENT FACILITIES  
JANITORIAL SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **ENVIRONMENT CONTROL OF SPOKANE**, whose address is 204 South Koren Road, Suite 200, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Janitorial Services for Spokane Fire Department; and

WHEREAS, additional services have been requested and funds are needed, thus, the original Contract needs to be formally amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 24, 2022 and August 30, 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 Contract Amendment shall become effective on June 1, 2023 and shall run through June 30, 2025. The two one year renewals remain in effect.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is revised to include the following:

Contractor will provide Janitorial Services at the MSO/Cares Office located at 1610 North Rebecca Street in accordance with Contractor's Proposal attached as Exhibit A.

**4. COMPENSATION.**

The City shall pay an additional annual amount not to exceed **TEN THOUSAND ONE HUNDRED FORTY AND NO/100 DOLLARS (\$10,140.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this

Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**ENVIRONMENT CONTROL OF SPOKANE**

**CITY OF SPOKANE FIRE DEPARTMENT**

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:**

Exhibit A – Contractor's Proposal

23-097

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# ENVIRONMENTCONTROL

A BUILDING SERVICE COMPANY

ENVIRONMENT CONTROL, SPOKANE

Attention: Bryan Spray  
204 S. Koren Rd., Ste 200  
Spokane, WA 99212  
(509) 464-3308

*Independently Owned and Operated*

## A PROPOSAL

INCORPORATING THE DISTINCTIVES OF ENVIRONMENT CONTROL . . .

*Select Employees*

*Professional Training and Supervision*

*Consistent Quality Control*

*Performance Standards and Rewards*

*Local Ownership Concern*

DEVELOPED ESPECIALLY FOR THE CLEANING NEEDS OF . . .

City of Spokane Fire Department - MOS/CARES

Attention: David Sockdill, Division Chief, Facilities & Logistics

Service Address: 1610 N. Rebecca St., Spokane Wa, 99217  
435-7080

Phone: (509)

Date Created:



<b>1. MSO/CARES:</b>							
<i>These services shall be performed twice a week on days that will be mutually agreed on, unless stated otherwise, and include the following:</i>							
<b>Entry Areas, Office Areas, CARES Section, MSO Office Area, Mothers Room, Kitchen Area, Hallways</b>							
As							
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly
Gather all waste paper and garbage and take out to dumpster	xx						
Clean countertops and tables in kitchen and dining area	xx						
Vacuum all carpeted areas (except in individual offices)	xx						
Sweep (dry mop) hard floors	xx						
Clean and sanitize all sinks	xx						
Disinfect drinking fountain	xx						
Dust tables & desk tops (except in individual offices)		xx					
Wet mop hard floors		xx					
Wash entry way windows (inside & out)		xx					
Edge vacuum carpets where upright will not reach			xx				
Spot damp mop hard floors				xx			
Spot Clean carpets				xx			
Refill paper towel dispensers				xx			
Dust high and low surfaces (except in individual offices)					xx		
Dust window blinds					xx		
Machine scrub and buff hard floors					xx		
Wash both sides of windows						xx	
Wash outside glass of display cases						xx	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx
Clean HVAC Diffusers							xx
<b><u>Rest Room(s) (qty-2)</u></b>							
As							
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly
Gather all waste paper and garbage and take out to dumpster	xx						
Clean rest room fixtures and chrome fittings	xx						
Clean rest room mirrors	xx						
Sanitize toilets, toilet seats, and urinals	xx						
Damp mop/wash floors with disinfectant	xx						
Spot wash rest room walls, partitions and doors		xx					
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies				xx			
					Hours per Month: <b>21.5</b>		
					Cost per Month: <b>\$845.00</b>		

# CUSTOMER HEALTH AND SAFETY

- We strive to protect the health and well being of both our customers and their patients.
- We understand that this does not occur by chance. It is the result of careful attention to all company operations by those who are both directly and indirectly involved with caring for your facility.
- We accomplish this through the consistent training of our staff in the following areas:
  - OSHA Compliance
  - HazCom/GHS
  - Bloodborne Pathogens / Universal Precautions
  - Association for the Healthcare Environment (AHE) Video Training Series on: Front Line Infection Control, Cleaning and Disinfecting Medical Offices, and Cleaning Operating and Procedure Rooms
  - Center For Disease Control (CDC) Cleaning Guidelines
  - Responsible Cleaning Systems and Procedures
  - HIPAA and Confidentiality

## SUPPLY SERVICES

Our national buying power allows us to pass along great savings to you. Our consistent awareness of your facility allows us to provide excellent products for your needs. Environment Control will keep your facilities well stocked, consistently!

- All lighting, restroom supplies, and additional materials requested (e.g., plastic trash can liners, deodorant blocks, etc.) are available through EC.
- We have established relationships with local and national suppliers for these items. For your convenience, we will coordinate ordering, delivery, and billing when materials are needed.





# EMPLOYEE SELECTION AND TRAINING

## Employee Selection

Our Human Resources department continually recruits to ensure that we attract the very best employees. Our screening process begins with a phone interview, followed by a formal interview where verification of work history, a national criminal background check, and personal references are confirmed. During this process, we look for qualities such as common sense, thoroughness, dependability, and a proven work history, to name a few. **Ultimately, we are not comfortable until you are comfortable with the character and caliber of the employees we place within your facility.**

## New Hire Orientation

Every new employee begins by filling out all federally required documentation including an I-9 and W-2. We never assume that any new employee knows how to clean. Janitorial work is not unskilled labor. All employees view our training videos that demonstrate Environment Control's proven "5 Principles of Cleaning" and "4-Step Cleaning System." Basic company policies are discussed such as security, privacy laws (HIPAA), dress code, attendance, and proper on-the-job conduct. Completion of this training process includes written worksheets that verify the employee's comprehension of our terms, procedures, and employment expectations.

## Safety Training

All new employees are required to complete the following safety training as part of their orientation: Universal Precautions, Hazcom (including GHS training), Bloodborne Pathogen exposure, and general safe practices training. Annually all employees must review the same training as a refresher course. In addition, employees will be instructed on the best site specific safety practices while working in your facility.

## On-the-job/Continued Employee Development

New employees are given a minimum of three nights of on-site training with a certified trainer or manager at their assigned facility. New employees receive a hands-on demonstration of how to apply the EC cleaning techniques, processes, and principles to their specific cleaning route. The supervisor will train each new employee on issues that are unique to your facility including specific cleaning requirements and requests, security procedures, SDS binder location, emergency evacuation routes, etc. A new EC employee must demonstrate their readiness to do the required job before continuing without constant supervision.

Our thorough program includes frequent inspections and a methodical launch plan for new employees that allow us to ensure cleaning standards and your expectations are met consistently.

# INSPECTION AND QUALITY CONTROL PROGRAM

Our Inspection and Quality Control Reports are one aspect of our comprehensive quality management program and are tools we use to ensure that your facility is kept consistently clean. These electronic reports, in conjunction with personal visits by local management, provide a unique combination of verbal and written communication to ensure we provide consistent quality service, while expediently identifying those areas that need additional attention.

Below is a brief description of five critical areas of quality control. Samples of related reports are also included.

## INSPECTION REPORTS

Used in conjunction with regular inspections by our management team, the information gathered tells us if the work being performed at your facility is consistent with the terms of our Maintenance Service Agreement. The inspection is distributed as follows:

- The Customer copy is available to our clients for their records.
- The Employee copy is directed to the employee assigned to your facility to provide feedback on work quality and to ensure any corrective actions are taken, if necessary.
- A copy is retained for follow-up inspections.
- Formal inspections can be substituted with personal visits on smaller accounts.

## QUALITY CONTROL REPORTS

We ask our customers for their regular evaluation of our services on an optional basis to determine if your specific cleaning needs are being met. This form is distributed and used as follows:

- Your communication becomes a part of our performance tracking with regard to your facility.
- This information is directed to the employee assigned to your facility to provide feedback on work quality and to ensure any corrective actions are taken, if necessary.

## PERSONAL VISITS

We take the initiative to visit your building during office hours to discuss your needs.

## CUSTOMER REQUESTS

We electronically track our customer communication and requests to ensure timely completion.

## ACCOUNTABILITY

We record and review each of the above categories with both management and cleaners to confirm consistent service excellence.

# QUALITY ASSURANCE SOFTWARE PROGRAM

## ENSURING CONSISTENT SERVICE

- Our software system for monitoring quality provides clear visibility and transparency.
- Easily submit requests by phone or online from your personalized service portal, and instant messages notify our management team.
- Our Resolution Tracker documents the progress of your requests; each step is noted and easily accessible as an audit trail.
- Current and past inspection records are archived and available in "real time."
- GPS verifies location during inspection, and photo features allow visuals for optimum communication.

## GETTING STARTED IS EASY!

- There is nothing to install ... ever.
- You will receive a username and password for logging in with your web browser.
- Instantly access the program from anywhere, anytime.
- All data is secure and encrypted.
- Your personalized zone gives you the option of instant access to your account, its history, and pending requests.

**THIS CUTTING EDGE TECHNOLOGY WAS DESIGNED FROM MORE THAN 50 YEARS OF PERSONAL CARE AND EXPERIENCE.**

## EMPLOYEE ACCOUNTABILITY

Our employees use timekeeping software that allows us to track time spent at your office and ensures proper coverage. This system requires our employees to use their phone app or to call our tracking system, using GPS and caller ID to confirm the employee's current location.

Additionally, it allows us to communicate timely reminders about your facility directly to the employee through the system.

Bottom line, we know exactly when our employees arrive and depart from your facility, and our communication and tracking systems set the gold standard for our industry.

# Report Samples

## Inspection Details

Inspection: Standard Inspection 2

Location: (100) Sample

Inspector: Brian Clouse

Date: 11/05/2014, 2:48 PM

Overall  
Score:

90%



### General

#### Walls / Switchplates



**Achieved Standard**

No comment



#### Telephones



**Achieved Standard**

No comment



#### Waste Receptacles



**Achieved Standard**

No comment



#### Drinking Fountains



**Achieved Standard**

No comment



#### Partition Glass



**Achieved Standard**

No comment



#### Entrance Glass



**Achieved Standard**

No comment



### Dusting

#### Desks / Tables



**Achieved Standard**

No comment



# Quality Control Report

Environment Control / (100) Sample

In order to serve you better, please evaluate the following areas of our service. Your evaluation will have a direct bearing on both company and employees status. Therefore, please be as objective as possible. Keep in mind that you are evaluating our service over the past 90 DAYS, not just the service you received today or last week. THANK YOU!

General Appearance	<div>Excellent ▼</div> <div>Not applicable?</div>	<div>Comments</div>
Dusting	<div>Excellent ▼</div> <div>Not applicable?</div>	<div>Comments</div>
Vacuuming	<div>Excellent ▼</div> <div>Not applicable?</div>	<div>Comments</div>
Carpet Care	<div>Excellent ▼</div> <div>Not applicable?</div>	<div>Comments</div>

Home

Reports

Tickets

People

Setup

Surveys

To-dos

Take a survey

Perform inspection

Help

Open

Pending

Resolved

Location:  
(100) Sample

Created:  
10/14/2014, 9:14 AM

Category:  
Request

Priority:  
10

Carpets

Print

Edit

Brian Clouse created a new ticket

created 24 minutes ago

We want to move forward with the carpet cleaning you recommended prior to our meetings on the 28th of this month. Please get this scheduled.

1 Comment

John Cook commented 11 minutes ago

I have scheduled this for Thursday this week. We will let you know once it's been completed.

Edit

Resolve

Comment & resolve

Comment on this ticket

13

# OUR COMMITMENT - PROTECTING YOU

The protection of your facility is a top priority for Environment Control. We take great care to ensure your assets are secure through preventative measures including:

## INSURANCE PROTECTION

We use only A-rated national carriers and carry policies that exceed industry standards.

## ENTRY PROTECTION

We keep your keys! The care of your facility is never passed on to another vendor.

## EMPLOYMENT PROTECTION

We exercise diligent hiring practices, including third-party background checks, thorough screenings, and reference verification.

**Our group buying power and excellent claims history give you the protection of outstanding insurance coverage.**

- \$6 million of General Liability Coverage (\$1 million each occurrence, plus a \$5 million Excess Liability Umbrella)
- Lost Key Coverage
- Third-Party Crime Coverage
- Care, Custody and Control Coverage
- State Required Workers' Compensation
- Professional Third-Party Review of Your Insurance Requirements
- Availability of Bid and Performance Bonds

*"In addition to coverage that exceeds the industry standards, they excel in data management, hiring practices, and employee training to minimize the risk of claims. As evidence of EC's effectiveness, their actual claims history continues to be one of the lowest in the nation...If you want exceptional service combined with maximum insurance protection, we highly recommend Environment Control."*

Calgard Associates President, Steve Wiles  
EC's Insurance Broker since 2001





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/21/2023

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

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

<b>PRODUCER</b> Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Seattle.certrequest@marsh.com  CN101848208-445b-GAWUC-23-24	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Union Fire Insurance Co <b>INSURER B:</b> Markel American Insurance Co. <b>INSURER C:</b> Hanover Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 19445 28932 22292
---	--	--

## COVERAGES

CERTIFICATE NUMBER:

SEA-003522479-09

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Named Insured			GL3118620	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Vol Prop Damage \$ 150,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLM6MM70000648	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WC013588034 'Employers Stop Gap Liability'	03/01/2023	03/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime Third Party			BDC1072037	03/01/2023	03/01/2024	Limit 50,000
A	Lost Key Coverage			GL3118620	03/01/2023	03/01/2024	Limit Occ/Agg 50,000

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

Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

Environment Control of Spokane #445  
204 S Koren, #200  
Spokane, WA 99212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

15

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STATE OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

February 27, 2023

WA UBI No.	603 066 096
L&I Account ID	328,481-00
Legal Business Name	ENVIRONMENTAL CONTROL BUILDING MAINTENANCE CO
Doing Business As	ENVIRONMENT CONTROL BUILDING M
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2022 "76 to 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

# Service Authorization Agreement

## Service Authorization Agreement ("SAA"), between Environment Control Spokane ("EC"), and:

<b>Customer Name:</b>	City of Spokane Fire Department - MOS/CARES
<b>Address:</b>	1610 N. Rebecca St., Spokane Wa, 99217
<b>Phone:</b>	(509) 435-7080
<b>Email:</b>	<a href="mailto:dstockdill@spokanecity.org">dstockdill@spokanecity.org</a> ( <a href="mailto:dstockdill@spokanecity.org">mailto:dstockdill@spokanecity.org</a> )
<b>Authorized Contact:</b>	David Sockdill, Division Chief, Facilities & Logistics
<b>Effective Start Date:</b>	TBD

### Description of Facility (attach schematic if available): Administration Office

**Price Guarantee:** Price is guaranteed for a period of 12 months from contract date with exception to unforeseen events out of EC's control including government mandated increases effecting WA and ID.

	Contracted Monthly Services:	Monthly Charges:
<input checked="" type="checkbox"/>	Regular Maintenance: 2 days/week	\$845.00
		<b>TOTAL MONTHLY BILLING:</b>
		<b>\$845.00</b>
	Special Services:	Per Service Charges:
<input checked="" type="checkbox"/>	Construction Cleaning: Wall wash, Window sills & blinds, Doors, Base, Moldings, Horizontal Surfaces, Tile Scrub & VCT Scrub and Wax.	\$ 1,080.00
<input type="checkbox"/>	Initial Start up Fee:	\$ Waived
		<b>TOTAL SPECIAL SERVICES:</b>
		<b>\$1,080.00</b>

The attached SAA Terms and Conditions (Attachment "A") and the preceding Proposal document are incorporated into this Agreement by this reference.

# ATTACHMENT "A"

## SAA TERMS AND CONDITIONS

(At-Will Contract/30-Day Termination Notice Required)

**Contract Terms:** Environment Control ("EC") does not try to hold onto customers by imposing long notice periods to end a contract. It prefers to earn your trust and keep you satisfied on a continual basis. Accordingly, this Contract has been set up as a month-to-month perpetual service agreement. Under this type of agreement, either party may terminate the relationship at any time, with or without cause, by giving the other party a written thirty (30) day Notice of Termination. This notice provision is based on a simple principle of fairness. If EC gives you notice of intention to terminate the Contract, you will need 30 days to find a new janitorial service. Conversely, if you wish to terminate the Contract, EC will need some time to redeploy the staffing and equipment commitments it has made to you in good faith. We promise to service you as long as you need during this transition. If you want a shorter or longer notice period, and are willing to give EC the same courtesy, then we will replace the thirty (30) day notice period with a longer or shorter one and make it a part of this Contract. To make this change, both parties must initial here:

Notice period shall be \_\_\_\_ days. [Customer: \_\_\_\_ EC: \_\_\_\_ ]

**What is Required of You:** To safely and efficiently perform the service commitments in this Contract, it is helpful to receive from you as much accurate information about your facility as we can. This requirement is not intended to be a burden to you, but only a request that you share with us what you reasonably know about the facility. This may include the existence of secured or unsecured cash kept on the premises, art and valuables, firearms, hazardous materials, or building vulnerabilities like unique surfaces that may require special care. This will allow us to consider whether to adjust our insurance coverage to mitigate for any increased risk, which in turn may add further protection for you and our staff in a responsible way. Obviously, this Contract only covers the facility description as it exists on the date that this Contract is signed. If you subsequently wish to increase or decrease the facility space being serviced, this Contract will need to be modified in writing to increase or decrease the service fees involved. Regarding your payment for our services, by signing this Contract, you are agreeing to pay for our services in a timely manner. We will send you an invoice at the beginning of each month. Payment is due and payable upon receipt of this invoice, and a 1.5 percent late payment fee per month (18 percent per annum) will be assessed for any payment made after thirty (30) days from the date of invoice. EC also reserves the right to suspend or terminate its services if payment has not been received on or before forty-five (45) days from the date of invoice. Upon termination under these circumstances, you agree to cooperate with us to determine all outstanding accounts and to pay these amounts immediately. The termination of this Contract for failure to pay shall not negate your responsibility to pay for services and supplies already expended by EC on your behalf. You agree to assume all legal costs associated with the collection of any delinquent fees due and owing under this Contract, including reasonable attorneys' fees and costs.

**What EC Provides:** EC will implement its comprehensive quality management program for your facility and share its Inspection and Quality Control Reports with you on a regular basis. These written reports, in conjunction with personal visits by local management, provide a unique opportunity for both of us to communicate with each other and to determine that your specific cleaning needs are being met to your satisfaction. EC will also provide you with contact information. If you have a question or are dissatisfied about some aspect of our service, we want to know about it so we can resolve it quickly.

**Miscellaneous Provisions:** This Contract may not be modified, nor any waiver made, unless it is put in writing and signed by the customer and an authorized representative of EC. However, it may be signed in one or more counterparts, including facsimile signatures, and all such counterparts shall constitute one and the same instrument. EC reserves the right to adjust its prices annually. It is also understood that events do occur from time to time which are not under the control of either party, such as local or statewide increases in minimum wages, payroll taxes, or workers compensation insurance. You acknowledge, when such events beyond EC's control do occur, that EC has the right to make a timely modification to this Contract to adjust for such an event. Likewise, from time-to-time our employees may be exposed to colds, flus, or other communicable pathogens from your employees, and visa-versa. We will both make reasonable efforts to reduce this from occurring; however, both parties agree that such transmission, if it occurs, is impossible to contact trace to its source and is generally beyond the control of either party. Accordingly, the parties agree to hold the other harmless for any claims associated with the transmission of communicable diseases in any form. This Contract is not assignable by either party without the express written consent of the other party. Governing law shall be that of the State of \_\_\_\_\_ and proper venue for any legal action shall be \_\_\_\_\_ County, \_\_\_\_\_. This Contract contains the entire contract between us and supersedes all

other contracts, oral or written, that we may have had on the same subject prior to entering into this Contract. In the event that a dispute arises between us regarding this Contract, we agree to resolve such disputes utilizing the Arbitration model pursuant to the rules set forth by the American Arbitration Association. The signatories to this Contract represent that they are authorized by their companies to enter into this Contract. The invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision, and the remaining provisions shall be interpreted as though the invalid or unenforceable provision was omitted. EC is an Independent Contractor of Customer and is not an employee. Also, this is a contract for specified services only. We are not an employment agency or temporary service provider. We make a major investment in recruiting and training our employees; accordingly, do not attempt to hire any of them, whether you solicit them or not, during the term of this Contract and for one (1) year following its termination. If you do make such a hire contrary to the terms of this Contract, either directly or indirectly through an associate company, you agree to pay EC (as liquidated damages), twenty-five percent (25%) of the gross annual wages for the individual hired in his or her new capacity with your company. After all, had EC not recruited and trained the person well, you would not be interested in hiring them.

# Signature

Presented to:

David Sockdill, Division Chief, Facilities & Logisitics  
May 03, 2023, 11:51:58 PM

Accepted by:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



< **Business Lookup**

## License Information:

[New search](#) [Back to results](#)

**Entity name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Business name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Entity type:** Profit Corporation

**UBI #:** 603-066-096

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

**Mailing address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Jan-31-2024	Dec-17-2010
Minor Work Permit				Active	Jan-31-2024	Jul-18-2017
Spokane General Business - Non-Resident	T12092281BL			Active	Jan-31-2024	Oct-15-2012
Spokane Valley General Business				Active	Jan-31-2024	Dec-23-2010

## Governing People

May include governing people not registered with Secretary of State

<u>Governing people</u>	Title
SPRAY, BRYAN	
SPRAY, HEIDI	

## Registered Trade Names





Registered trade names	Status	First issued
ENVIRONMENT CONTROL BUILDING MAINTENANCE #445	Active	Nov-30-2010

The Business Lookup information is updated nightly. Search date and time: 5/8/2023 8:36:38 AM

Contact us

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**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/24/2023

**Clerk's File #**

OPR 2023-0576

**Renews #****Submitting Dept**

FIRE

**Cross Ref #****Contact Name/Phone**

BRIAN SCHAEFFER X7001

**Project #****Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

**Bid #**

IPWQ 5871-23

**Agenda Item Type**

Contract Item

**Requisition #**

CR24994

**Agenda Item Name**

1970 - PRO MECHANICAL HVAC REPLACEMENT CONTRACT

**Agenda Wording**

Contract with Pro Mechanical Services, Inc. for the HVAC Replacement at the Spokane Fire Department Facility located at 1610 N. Rebecca. Contract is for \$89,930.80, plus applicable sales tax.

**Summary (Background)**

Replacement of (7) furnace units and (5) AC units that serve the CARES/MSO offices and portions of the SFD Maintenance Shop which are co-located at 1610 N. Rebecca. The majority of these legacy units are original equipment from the early 1990's and have reached the end of their expected service life. REET dollars have been approved for this project.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ \$98,024.57

# 5904-71300-94220-56301-44006

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

SCHAEFFER, BRIAN

**Study Session\Other**

PIES 5/22/23

**Division Director**

SCHAEFFER, BRIAN

**Council Sponsor**CM'S KINNEAR &  
CATCHART**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**HARRINGTON,  
MARGARET

LISAM@PRO-MSI.COM (Lisa Miller)

**For the Mayor**

PERKINS, JOHNNIE

dstockdill@spokanecity.org

**Additional Approvals**

fireaccounting@spokanecity.org

**Purchasing**

PRINCE, THEA

kschmitt@spokanecity.org

## Committee Agenda Sheet

### PUBLIC INFRASTRUCTURE, ENVIRONMENT AND SUSTAINABILITY

<b>Submitting Department</b>	Fire
<b>Contact Name &amp; Phone</b>	Brian Schaeffer (509) 435-7001
<b>Contact Email</b>	bschaeffer@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear, CM Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	HVAC replacement at 1610 N. Rebecca
<b>Summary (Background)</b>	Replacement of (7) furnace units and (5) AC units that serve the CARES/MSO offices and portions of the SFD Maintenance Shop which are co-located at 1610 N. Rebecca. The majority of these legacy units are original equipment from the early 1990's and have reached the end of their expected service life. REET dollars have been approved for this project.
<b>Proposed Council Action &amp; Date:</b>	Approval of contract with Pro Mechanical Services Inc. not later than 26 June 2023.
<b>Fiscal Impact:</b> Total Cost: \$110,000 - includes a 10% (approximate) admin reserve. Bid is \$98,023.70 w/tax. 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: REET  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not Applicable.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Replacing legacy HVAC equipment will reduce/eliminate ongoing repairs to outdated equipment. New HVAC equipment is 95% efficient.	
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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.	



**CITY OF SPOKANE**  
**FIRE DEPARTMENT**

**PUBLIC WORKS AGREEMENT**

Title: **SPOKANE FIRE DEPARTMENT  
HVAC REPLACEMENT PROJECT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **PRO MECHANICAL SERVICES, INC.**, whose address is 4911 North Rebecca / PO Box 6526, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to perform the HVAC Replacement at Spokane Fire Department Facility located at 1610 North Rebecca Street; and*

*WHEREAS, the Contractor was selected through IPWQ No. 5871-23.*

*NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 20, 2023, and shall run through December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in the Contractor's IPWQ Response, which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY AND 80/100 DOLLARS (\$89,930.80)**, plus applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days following final acceptance or receipt of required releases, whichever is later.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **5. RETAINAGE IN LIEU OF BOND.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment / performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

#### **6. PUBLIC WORKS.**

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **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 Washington State Department of Labor and Industries (L & I); 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. 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 Agreement. 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 Agreement shall be included in the project budgets.

## **8. 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](http://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.

## **9. 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 Agreement 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.

## **10. 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 Agreement, 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. 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 agreement.

## **11. INSURANCE.**

During the period of the Agreement, 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 Title 48 RCW:

- 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 agreement. 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 Agreement;
- 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 sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) 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.

## 12. **SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;



2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

**13. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

**14. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement 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 Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

**15. TERMINATION.**

Either party may terminate this Agreement, 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.

**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 contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

**17. 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 Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

**18. CONSTRUUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

**19. 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.

**20. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

**21. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- 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.
- C. This Agreement 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 Agreement 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 Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. 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).

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 by having legally-binding representatives affix their signatures below.

**PRO MECHANICAL SERVICES, INC.**

**CITY OF SPOKANE FIRE DEPARTMENT**

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 A – Certification Regarding Debarment  
Attachment B - Certification of Compliance with Wage Payment Statutes  
Attachment C – Contractor's Proposal SP22-0093, dated July 8, 2022

## ATTACHMENT A

### 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 (\_\_\_\_\_), 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.*

**ATTACHMENT C**

## Bid Response Summary

**Bid Number** IPWQ 5871-23  
**Bid Title** Spokane Fire Department HVAC Replacement Project  
**Due Date** Wednesday, April 12, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Pro Mechancial Services  
**Submitted By** tiverson@pro-msi.com tiverson@pro-msi.com - Monday, April 10, 2023 2:26:31 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 tiverson@pro-msi.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	1. Mandatory Pre-Bid Meeting	A Mandatory pre-bid meeting will be held on Wednesday, March 29, 2023 at 10:00 am at 1610 N Rebecca, Spokane, WA	I acknowledge and I understand
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by Wednesday, April 12, 2023 3:00 pm.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree
	6. PAYMENT	Payment will be made via direct deposit/ACH 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 effort to settle the disputed amount.	I acknowledge and agree

7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
9. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must 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.	I acknowledge and agree
10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree
11. BUSINESS REGISTRATION REQUIREMENT	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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Vendor 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.	I acknowledge and agree



MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.		
SECTION II. GENERAL REQUIREMENTS			
1. SCOPE OF WORK	<p>1. Contractor will be responsible for properly removing and disposing of all existing equipment being replaced. 2. Contractor will coordinate with Control Solutions Northwest, the current HVAC servicer, for appropriately connecting the new HVAC equipment with the existing, Schneider-branded control system. 3. Install (7), appropriately sized 95% efficient single stage furnaces and (5), appropriately-sized, 14 SEER air conditioners. 16 SEER is acceptable if 14 SEER is unavailable. SEER rating must be specified on bid. 4. Acceptable brands of furnaces and air conditioners in preferred order are Carrier, Trane or American Standard. 5. Install secondary condensation pans under furnace and install water sensors. 6. Replacement of the (2) furnace units located on the east mezzanine and the (1) AC unit located on the east side of the property are to be specified as a separate line item from the other (5) furnace and (4) AC units. 7. Repurpose refrigerant lines and flush per manufactures guidelines to ensure they meet manufactures warranties. Replace refrigerant lines if they are unable to be repurposed. 8. Flush and repurpose all condensate drain lines. Replace condensate drain lines if they are unable to be repurposed. 9. All roofing repairs will be performed by a roofing contractor. 10. Contractor responsible for all permits.</p>	I acknowledge and agree	
a. EQUIPMENT DELIVERY TIMELINE	What is the delivery timeline for the equipment needed for this project?	Less than 30 days typically.	
b. BLUEPRINTS & DRAWINGS	Blueprints and Drawings are in the Documents section for this project	I acknowledge and I understand	
2. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed within eight (8) weeks.	I acknowledge and agree	

3. LIQUIDATED DAMAGES	<p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p>	I acknowledge and agree
4. INTENT OF SPECIFICATIONS	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	I acknowledge and agree
7. PERMITS	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	I acknowledge and agree
8. GUARANTY	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p>	I acknowledge and agree

9. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
10. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
10. INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
10. INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
10. INSURANCE	c. 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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
10. INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree

10. INSURANCE	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I acknowledge and agree
11. PERFORMANCE BONDS	<p>The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.</p>	I acknowledge and agree
12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	<p>A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&amp;I).</p>	I acknowledge and I agree

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <a href="https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/">https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/</a> Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is April 12, 2023.	I acknowledge and I agree
12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I agree
13. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
13. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

13. RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&amp;I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor &amp; Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
14. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	Subcontractor List under \$1M(3).pdf
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	PROMEMS908N3
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603-015-087
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	289687002
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	A121463511
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12076823BUS
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	0
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree

MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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 judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Tim Iverson Pro Mechanical Services tiverson@pro-msi.com 509-483-1305 ext.312
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								

#1	SFD HVAC Replacement Project - Five (5) Heating Units and four (4) Cooling Units that service the West Side of the building	Base	ea	1.00	\$76,059.59	\$76,059.59	Base Bid 5 sys.
#2	Sales Tax 9.0%	Base	ea	1.00	\$6,528.24	\$6,528.24	
#3	Option A - Two (2) Heating Units and One (1) Cooling Unit that service the East Side of the Building	Option	jb	1.00	\$13,871.21		Alt. add 2 sys.
<b>Total Base Bid</b>		\$82,587.83					



## SUBCONTRACTOR LIST

**PROJECT NAME:** IPWQ 5871-23

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** Airefco  
TYPE OF WORK/BID ITEM Equipment  
AMOUNT \$37,982.00  
CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** Control Solutions NW  
TYPE OF WORK/BID ITEM Control wiring and programming  
AMOUNT \$12,026.00  
CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** Air Commander  
TYPE OF WORK/BID ITEM Test and Air Balance  
AMOUNT 4,600.00  
CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



< Business Lookup

## License Information:

[New search](#) [Back to results](#)

**Entity name:** PRO MECHANICAL SERVICES, INC.

**Business name:** PRO MECHANICAL SERVICES, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-015-087

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 4911 N REBECCA ST  
SPOKANE WA 99217-6758

**Mailing address:** PO BOX 6526  
SPOKANE WA 99217-0909



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Cheney General Business - Non-Resident</a>	BUS2010-422			Active	May-31-2023	Jan-14-2019

## Endorsements

*Filter*

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Coiville General Business - Non-Resident</a>	028155.0			Active	May-31-2023	Aug-02-2018
<a href="#">Deer Park General Business - Non-Resident</a>				Active	May-31-2023	May-03-2017
<a href="#">Ellensburg General Business - Non-Resident</a>				Active	May-31-2023	Aug-06-2020
<a href="#">Ephrata General Business - Non-Resident</a>	11076			Active	May-31-2023	Aug-25-2010
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	May-31-2023	Aug-24-2010



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Moses Lake General Business - Non-Resident	BUS2010-090			Active	May-31-2023	Aug-25-2010
Othello General Business - Non-Resident				Active	May-31-2023	Jun-03-2021
Spokane General Business	T12076823BL			Active	May-31-2023	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	May-31-2023	Aug-27-2010
Yakima General Business - Non-Resident	BL079890			Active	May-31-2023	Feb-03-2016

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
VANOS, JON	
VANOS, KRISTIN	
VANOS, RUSSELL	

## Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names

Status

First issued

**Registered trade names**

**Status**

**First issued**

SPOKANE SPIRAL

Active

Apr-26-2022

The Business Lookup information is updated nightly. Search date and time:  
6/21/2022 1:14:51 PM

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PROMECH-01

MNEIGHBORS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2022

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

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

<b>PRODUCER</b> Spokane Office PayneWest Insurance, a Marsh McLennan Agency LLC Company 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	<b>CONTACT NAME:</b> James Clegg <b>PHONE (A/C, No, Ext):</b> (509) 789-7438 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jclegg@paynewest.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  Pro Mechanical Services, Inc. PO Box 6526 Spokane, WA 99217	<b>NAIC #</b> 10677

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP 0141579	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EPP 0141579	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0141579	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Installation Floater			EPP 0141579	7/1/2022	7/1/2023	Any One Loc/Disaster 500,000

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

Project: Repair of Air Handling Units at Fire Station No. 1 for the City of Spokane

The City of Spokane, its officers and employees are additional insured, on a primary/non-contributory basis, including waiver of subrogation, as per the attached forms. 60 day notice of cancellation applies per policy forms.

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF SPOKANE (Fire Department)</b> Attn: Kyle Haugen 44 W. Riverside Ave. Spokane, WA 99201	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

**b.** "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in

cluded in the "products-completed operations hazard", but only if:

**(1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

**(2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

**2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

**a.** *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and



2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
  2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H. **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. a. The General Aggregate Limit is the most we will pay for the sum of:
  - (1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;
  - (2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - (3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project,

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a.**, **2.b.**, or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties in the Event of Occurrence, Offense, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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

**CinciPlus®  
BUSINESS AUTO XC+®  
(EXPANDED COVERAGE PLUS)  
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### **J. Rental Reimbursement**

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### **K. Transportation Expense - Higher Limits**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### **L. Airbag Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### **M. Loan or Lease Gap Coverage**

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

#### SCHEDULE

<b>LIMITS OF INSURANCE:</b> \$ 5 ,000,000 Each Occurrence Limit \$ 5 ,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

**A. SECTION III - LIMITS OF INSURANCE** is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- The Limits of Insurance stated in the Schedule of this endorsement; or
- The limits of insurance required in a written contract on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

**B. SECTION IV - CONDITIONS** is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for defense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

**C. SECTION IV - DEFINITIONS** is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3. of the Cover-



age Part to which this endorsement is attached; and

- b.** Being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

- (1)** The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

- (2)** The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".

- 31.** "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

**L. First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

**M. Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

**N. Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

**O. Insured** means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or

1. real property rented, leased or managed by you, including temporary job site offices, but only if such real property is utilized on a temporary basis for the storage of goods, materials, equipment, products or wastes for the purpose of performing the activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; or
2. any location used for the treatment, storage, recycling or disposal of your waste material provided that:
  - a. the waste material is generated or removed while performing activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; and
  - b. the location is not managed, operated, owned or leased by you or any of your subsidiaries or affiliates with the exception of any location that is managed, operated, owned or leased solely by one or more persons or organizations that are **Insureds** only by reason of Paragraph 5. in Definition O. **Insured**; and
  - c. the location is permitted or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage, recycling or disposal.

**BB. Policy Period** means the period from 12:01 a.m. on the effective date of this Policy as set forth in Item 3. of the Declarations, to 12:01 a.m. on the earliest of the date of the expiration date of this Policy as set forth in Item 3. of the Declarations or any earlier termination date if this Policy is cancelled.

**CC. Pollution Claim** means the assertion of a legal right alleging liability or responsibility on your part, including but not limited to lawsuits, petitions, arbitrations or other alternative dispute resolutions, and public agency directives, made against you, for **Pollution Loss** arising out of a **Pollution Condition** resulting from otherwise insured **Contractor Activities**.

**DD. Pollution Condition** means the actual or alleged discharge, dispersal, release, seepage, migration, growth or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacteria, legionella pneumophila, asbestos, lead, silica, silt, sediment, liquids, gases, waste materials, contaminants, organic or inorganic pollutants, electromagnetic fields, hazardous substances, hazardous materials, waste materials including medical, infectious, and pathological wastes, or other irritants, into or upon land, any structure on land, the indoor or outdoor atmosphere, any watercourse, or any body of water, including groundwater. Waste materials include materials to be recycled, reconditioned or reclaimed. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

**EE. Pollution Loss** means any amounts you are legally obligated to pay for **Bodily Injury, Property Damage** or **Cleanup Costs**.

**FF. Principal Personnel** means the directors, officers, principals, partners, insurance and risk managers, and those persons responsible for your environmental or legal affairs for the **Named Insured**.

**GG. Professional Claim** means a written demand, demand for arbitration or mediation or suit made against you seeking **Damages** or correction of **Professional Services** and alleging a negligent act, error or omission in the rendering of or failure to render **Professional Services**.

**HH. Professional Services** means:

1. Construction Management, Program Management, Project Management, Owner's Representation, Property Management, Real Estate Brokerage/Agency, Property Development, Lease Brokering, any delegated design responsibility or design assist services, including but not limited to constructability reviews or value engineering; or
2. architecture; engineering; contract administration as part of design; sprinkler design; fire protection design; life safety design; mechanical, electrical or security systems design; light use, acoustical or signage design; landscaping design; surveying; quantity surveying; project accounting, quality control reviews, assist or documentation, material testing; cost consulting, economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; software design for the purpose of operating or maintaining any building system; interior design or space planning services; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a project; or

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim**, you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim**) must be during the **Policy Period**, the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and
2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

#### B. Reporting a Circumstance

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

### XI. CONDITIONS

#### A. Territory

The coverage afforded by this Policy applies worldwide.

#### B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

#### C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim**, against any of the following that is not a **Responsible Entity**: your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your

months of the **Policy Period**, the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the corresponding unearned premium to the first **Named Insured**. Cancellation by the first **Named Insured** shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.
4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

#### H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval. If you limit the liability of a **Responsible Entity** in a manner that fails to comply with the foregoing, our obligation to pay **Loss** arising out of any **Claim** or **First Party Claim** involving such **Responsible Entity** shall apply solely in excess of the collectible insurance that would have been available in the absence of the limitation of liability to such **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible.

#### I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

#### J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims**, **Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

#### K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

#### L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

#### M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

#### N. Choice of Law

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/31/2023

**Clerk's File #**

OPR 2023-0577

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Cross Ref #****Contact Name/Phone**

DAN BULLER 625-6391

**Project #**

2021070

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**0370 – LOW BID AWARD – DRISCOLL/ALBERTA/COCHRAN SIDEWALK  
(2021070) – TBD**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on 6/5/23) (City, ST) for Driscoll/Alberta/Cochran Sidewalk Project - \$\_. An administrative reserve of \$\_, which is 10% of the contract price, will be set aside. (Audubon/Downriver Council)

**Summary (Background)**

On June 5, 2023 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_\_\_\_, which is \$\_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of \$1,741,411.00; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the 6/12/23 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 0

# 3200 95164 95300 56501 86049

Expense \$ 0

# 3200 95165 95300 56501 86049

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

BULLER, DAN

**Study Session\Other**

PIES 3/27/23

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**HARRINGTON,  
MARGARET

eraea@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

ddaniels@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

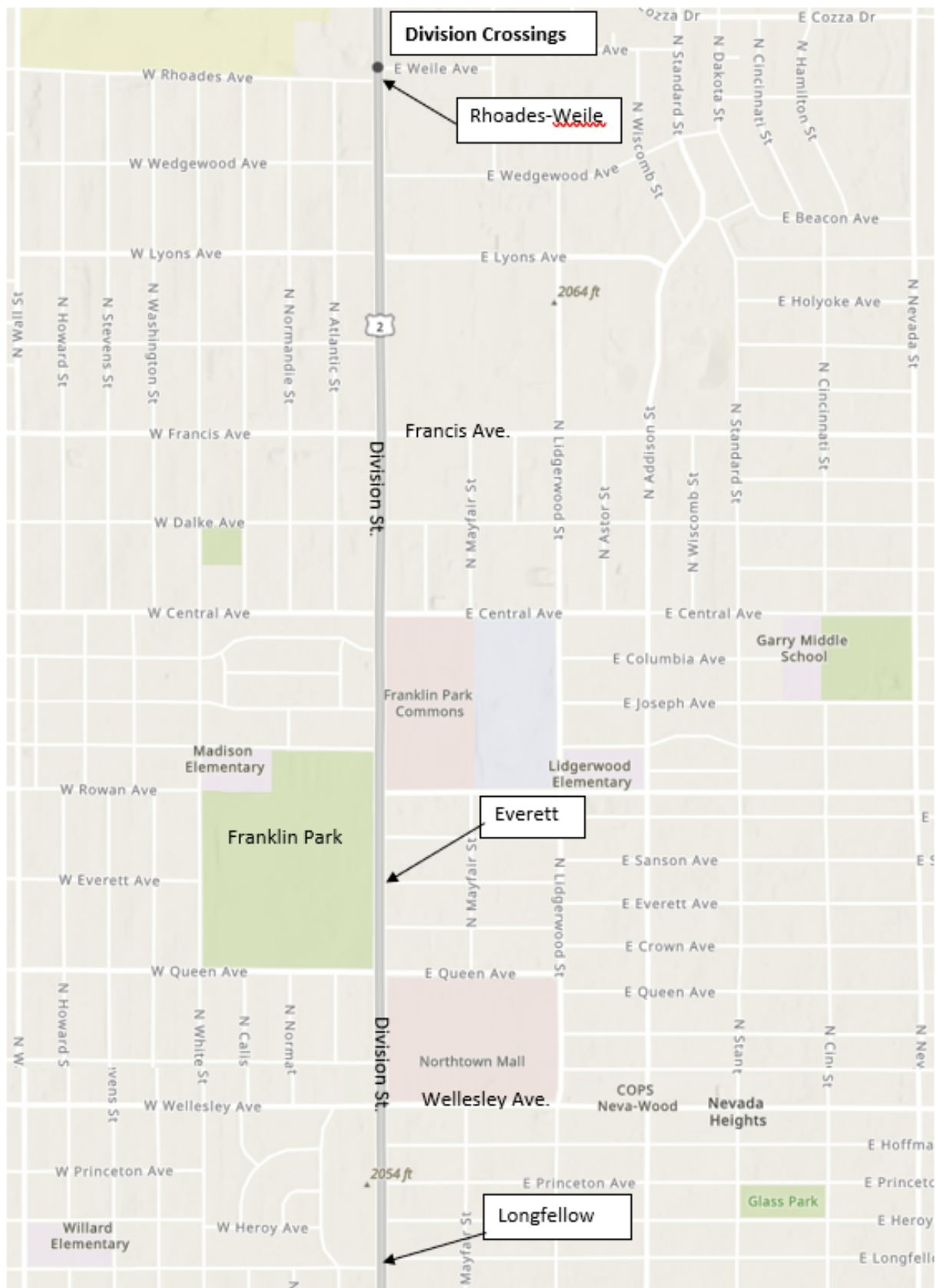
## Committee Agenda Sheet

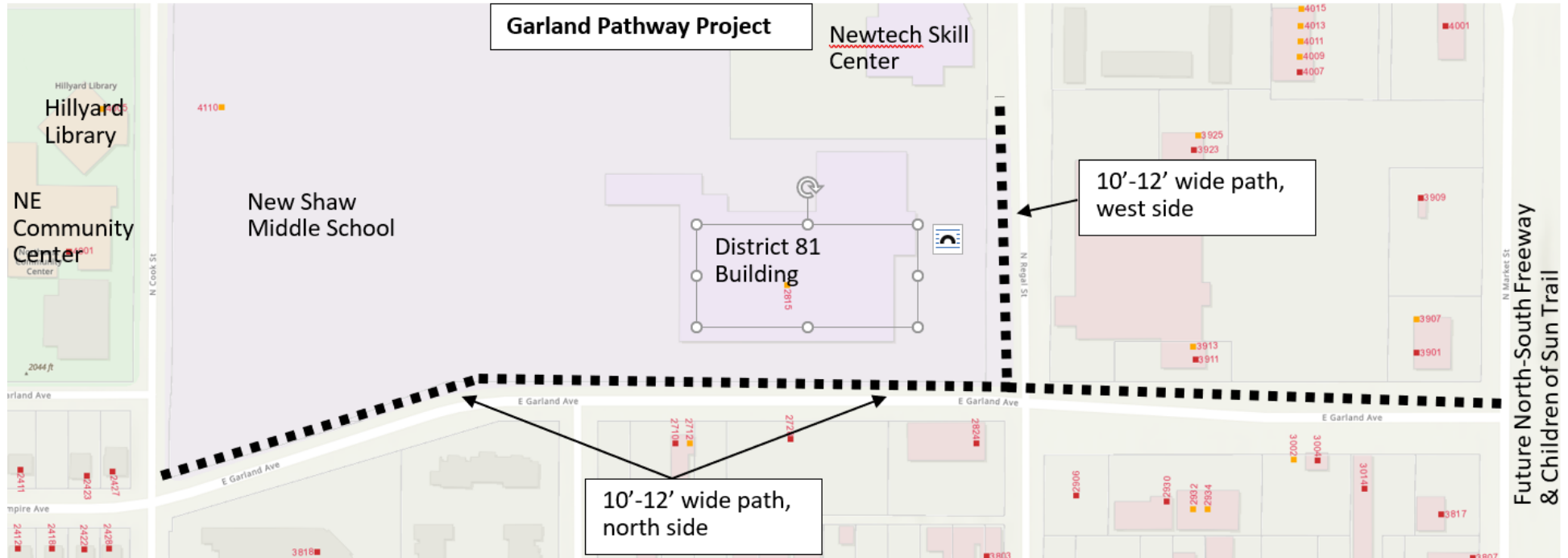
### PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	2023 Pedestrian Focused Projects
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• This briefing paper is an update to a briefing paper submitted for the August 2022 PIES meeting. Updated information from that briefing paper is shown in red below.</li> <li>• The City through its Integrated Capital Management Dept has secured state and federal grant funds for six pedestrian focused projects. These grant funds are sufficient to pay the large majority of the costs for each project. The projects are generally described as follows.</li> <li>• Division St. Crossings – install pedestrian signals at three locations on Division St. – see attached exhibit. <b>This project has an estimated cost of approximately \$1M is planned to advertise in May, 2023 and will be constructed fall 2023.</b></li> <li>• Garland Pathway – install 10' shared use path connecting Shaw Middle School, Hillyard Library, NE Community Center, NewTech Skill Center and the future Children of the Sun trail – see attached exhibit. <b>This project has an estimated cost of approximately \$1.5M and planned to advertise in April, 2023 and will be constructed summer/fall 2023.</b></li> <li>• Driscoll-Alberta-Cochran – install sidewalk in the vicinity of Finch Elementary and pedestrian signal near Audubon Park – see attached exhibit. <b>This project has an estimated cost of approximately \$1.5M and is planned to advertise in April, 2023 and will be constructed summer/fall 2023.</b></li> <li>• Liberty-Bemiss – install pedestrian signal at Crestline/Courtland &amp; sidewalk on Liberty between Crestline &amp; Altamont, all near Bemiss Elementary and Andrew Rypien field – see attached exhibit. <b>This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.</b></li> <li>• Nevada-Joseph – install pedestrian signal at Nevada/Joseph which is near Nevada Park and Garry Middle School – see attached exhibit. <b>This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.</b></li> <li>• Greene-Carlisle – install pedestrian signal at Greene/Carlisle at what is expected to become a key crossing location following construction of the north-south freeway – see attached exhibit. <b>This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.</b></li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval. See above red text for project schedules.
<b>Fiscal Impact:</b>	Total Cost: See above red text for project by project cost.

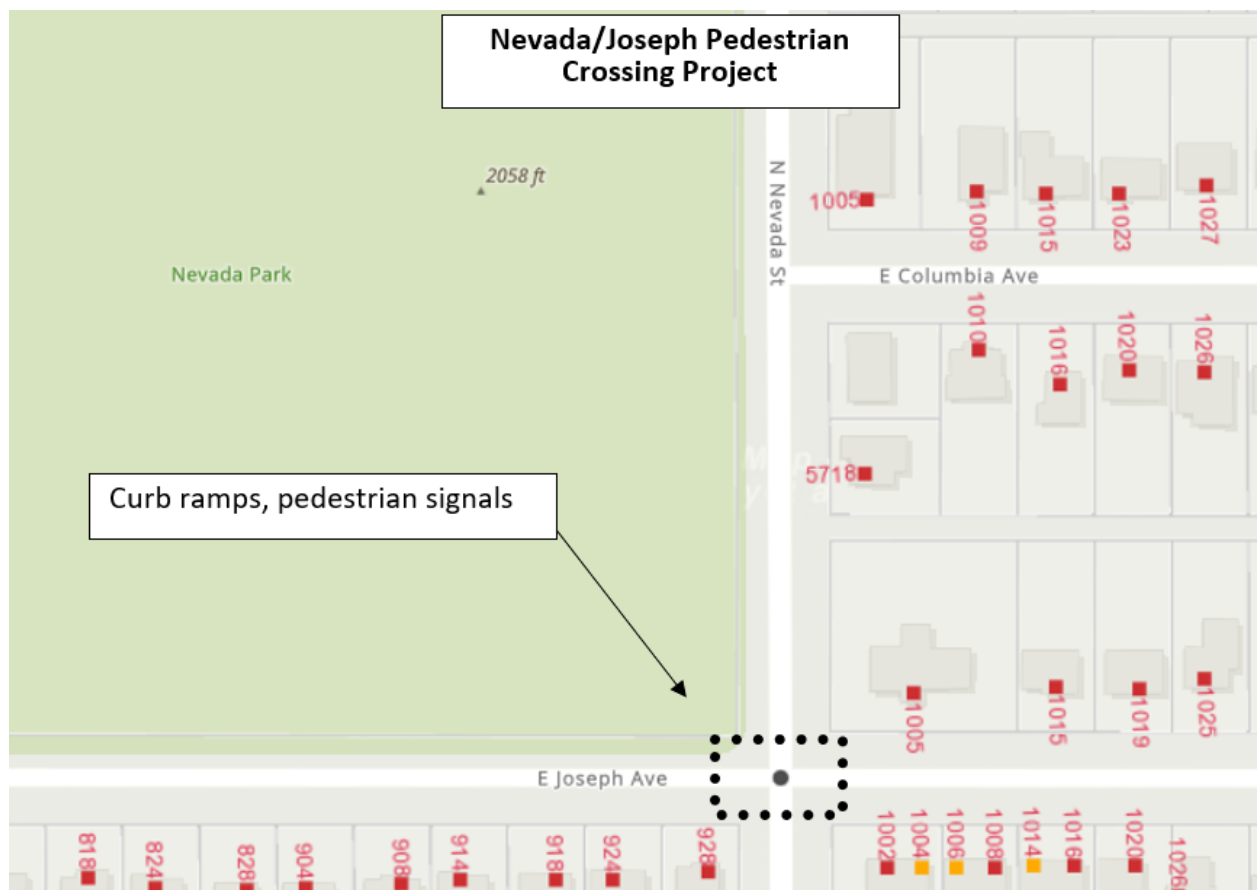
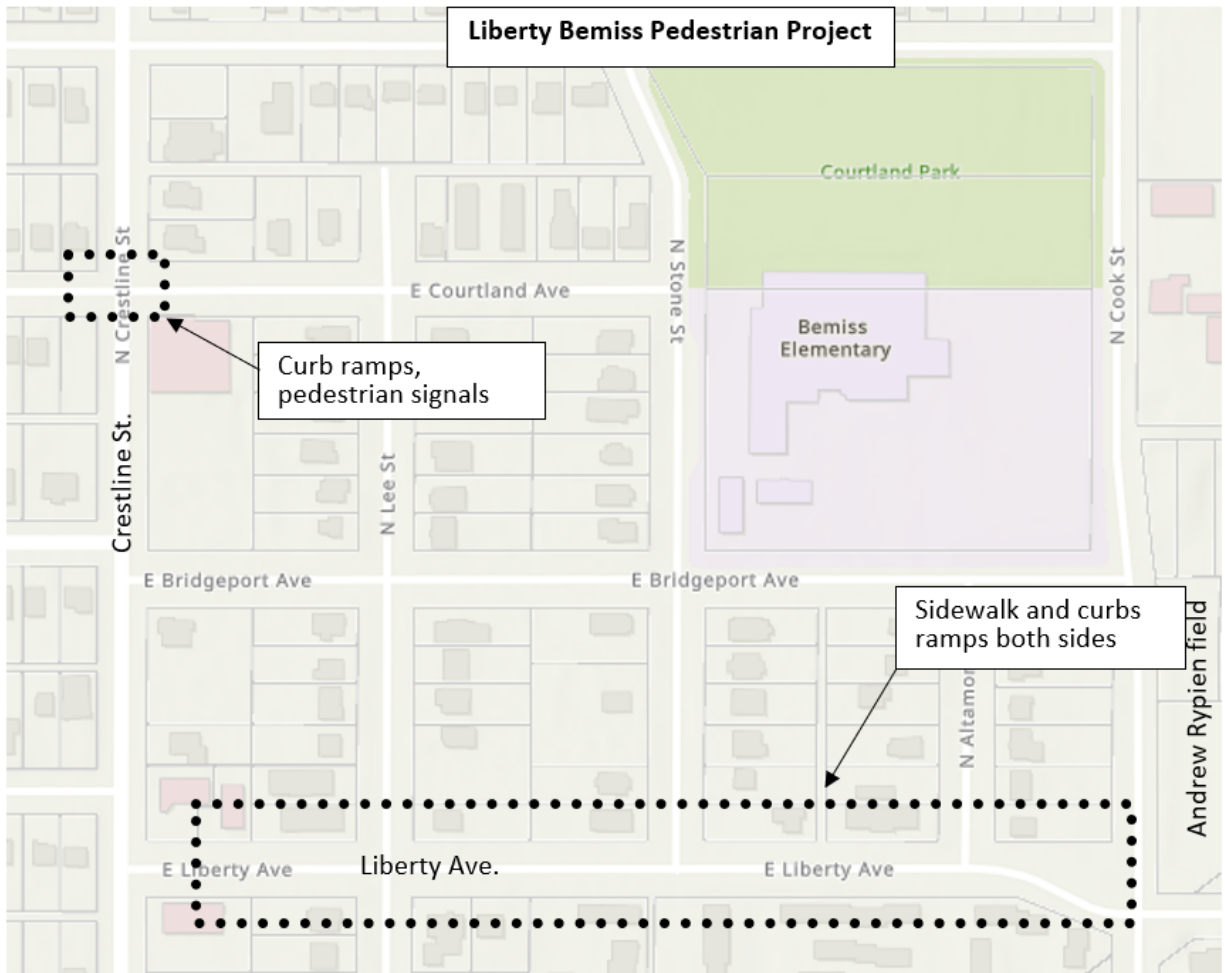
<p>Approved in current year budget?      X Yes <input type="checkbox"/> No      N/A</p> <p>Funding Source      X One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.</p> <p>Expense Occurrence      X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<p><b>Operations Impacts</b></p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>
<p>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?</p> <p>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.</p>
<p>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?</p> <p>The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.</p>

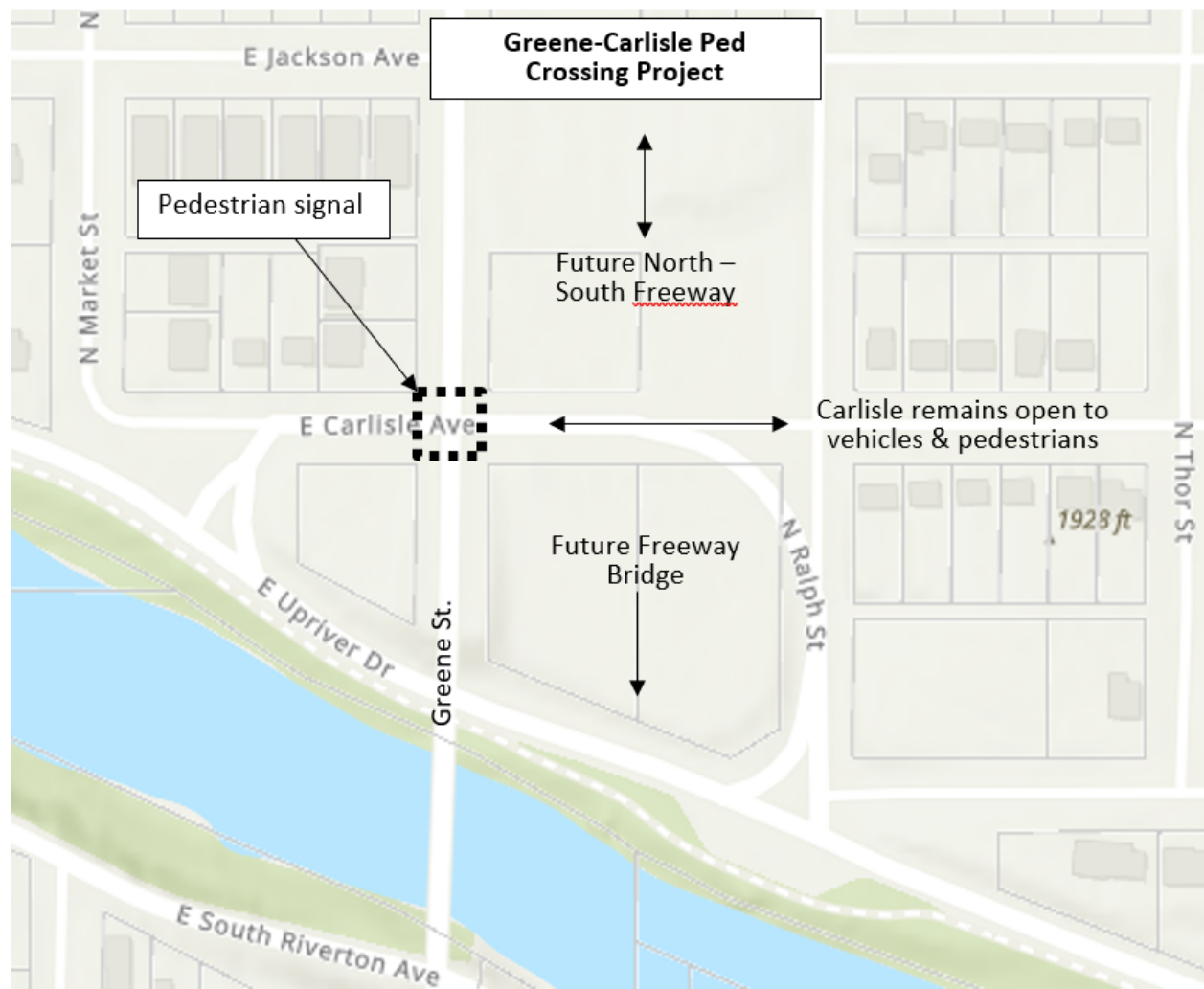












**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/31/2023

**Clerk's File #**

OPR 2023-0578

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Cross Ref #****Contact Name/Phone**

DAN BULLER 625-6391

**Project #**

2021099

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR OR BT #

**Agenda Item Name**

0370 – LOW BID AWARD – BUSINESS AREA GRIND AND OVERLAY (2021099) – TO BE D

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on 6/5/23) (City, ST) for Business Area Grind and Overlay Project - \$\_\_\_\_\_. An administrative reserve of \$\_\_\_\_\_, which is 10% of the contract price, will be set aside. (Various Neighbor

**Summary (Background)**

On June 5, 2023 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_\_\_\_, which is \$\_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of \$3,142,208.00; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the 6/12/23 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 0

# 1100 21700 42300 54201 23009

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

BULLER, DAN

**Study Session\Other**

PIES 3/27/23

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear &amp; Bingle

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**HARRINGTON,  
MARGARET

eraea@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

PRINCE, THEA

ddaniels@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

{Contractor/Signee email}

## Committee Agenda Sheet

### PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name</b>	Dan Buller 625-6391
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Business Area Grind & Overlay
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• This briefing paper is an update to a briefing paper submitted for the November 2022 PIES meeting. Updated information from that briefing paper is shown in red below.</li> <li>• This grind &amp; overlay project is project is focused on business areas as shown in the attached exhibit.</li> <li>• This project also includes ADA curb ramp updates and miscellaneous stormwater system updates.</li> <li>• Traffic will generally be maintained during the project although some short term detours may be required.</li> <li>• Construction is planned in 2023 and is locally funded.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval. <b>This project is planned to advertise in April, 2023, begin construction in June 2023 and be complete in spring 2025.</b>
<b>Fiscal Impact:</b> Total Cost: <b>The estimated cost of this project is \$3.5M and planned to advertise in April, 2023 with construction occurring summer/fall 2023</b> Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

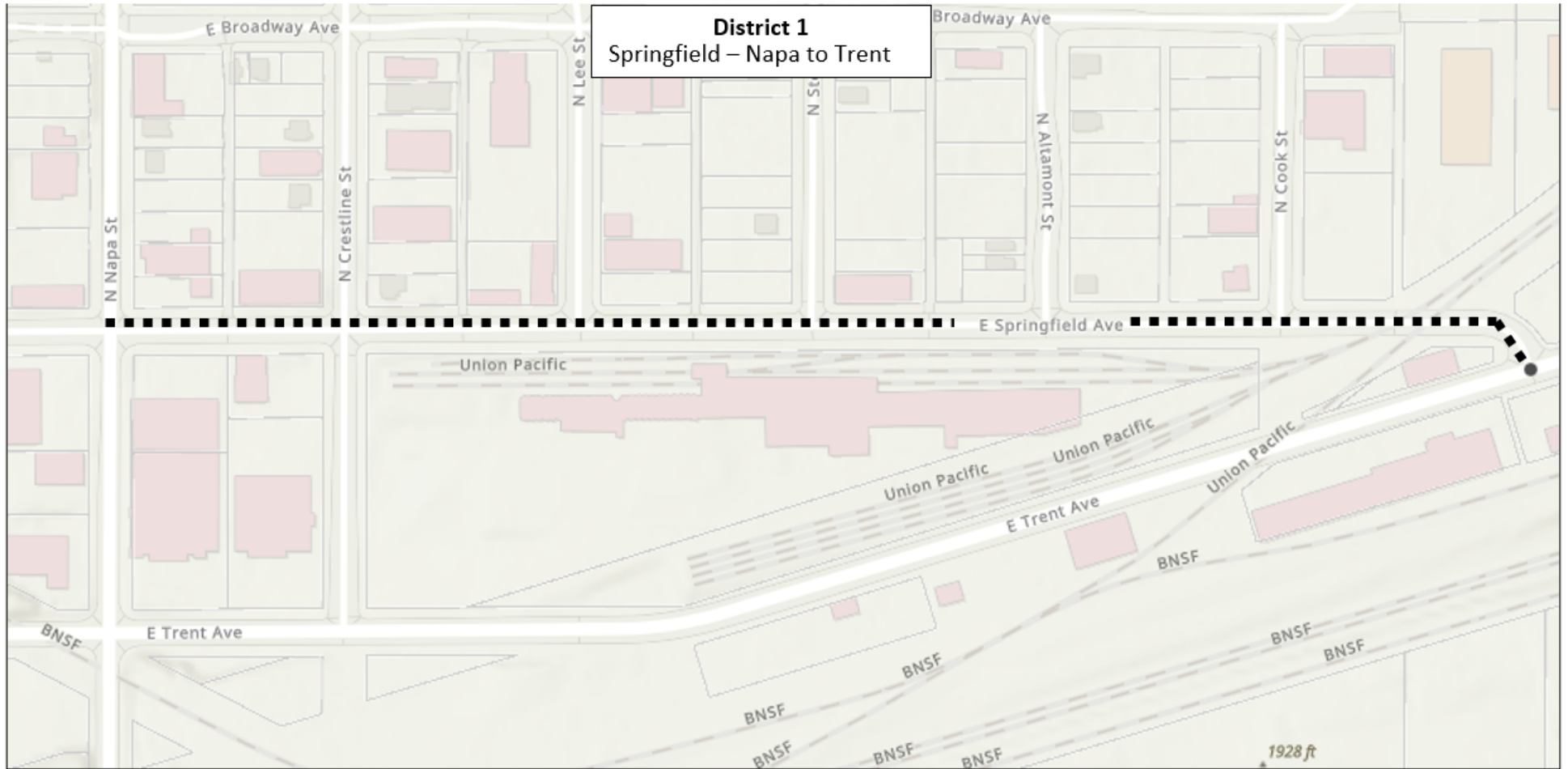
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

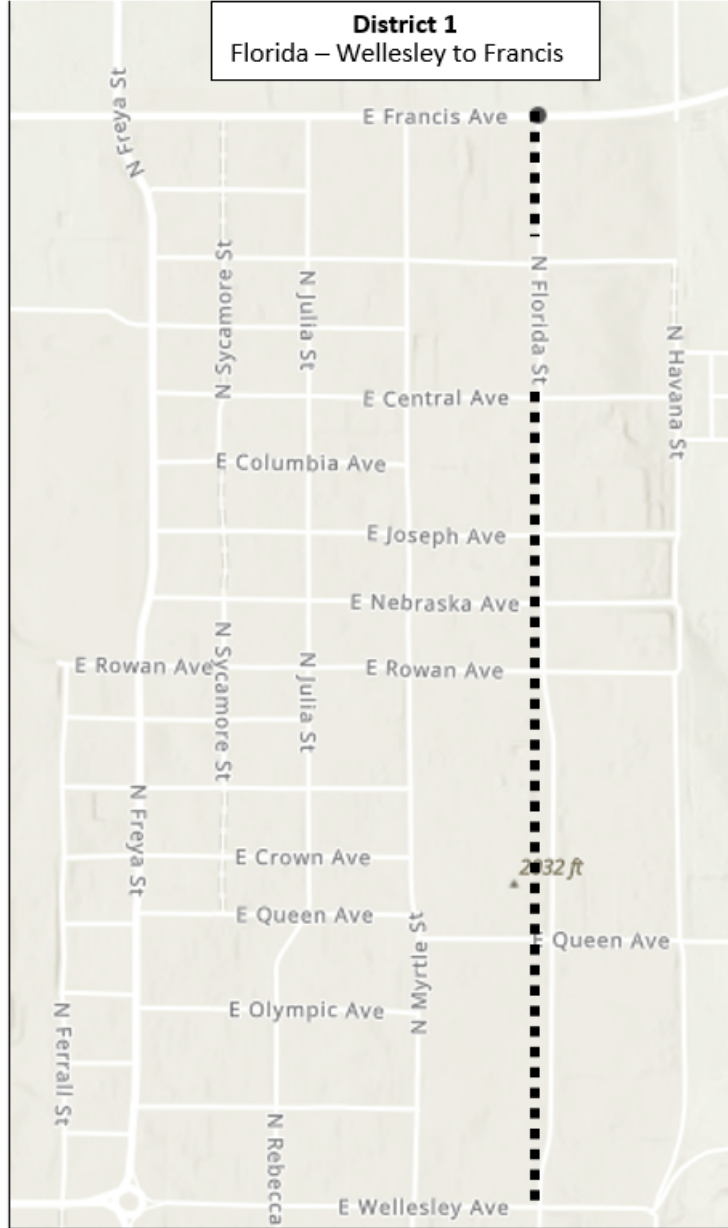
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

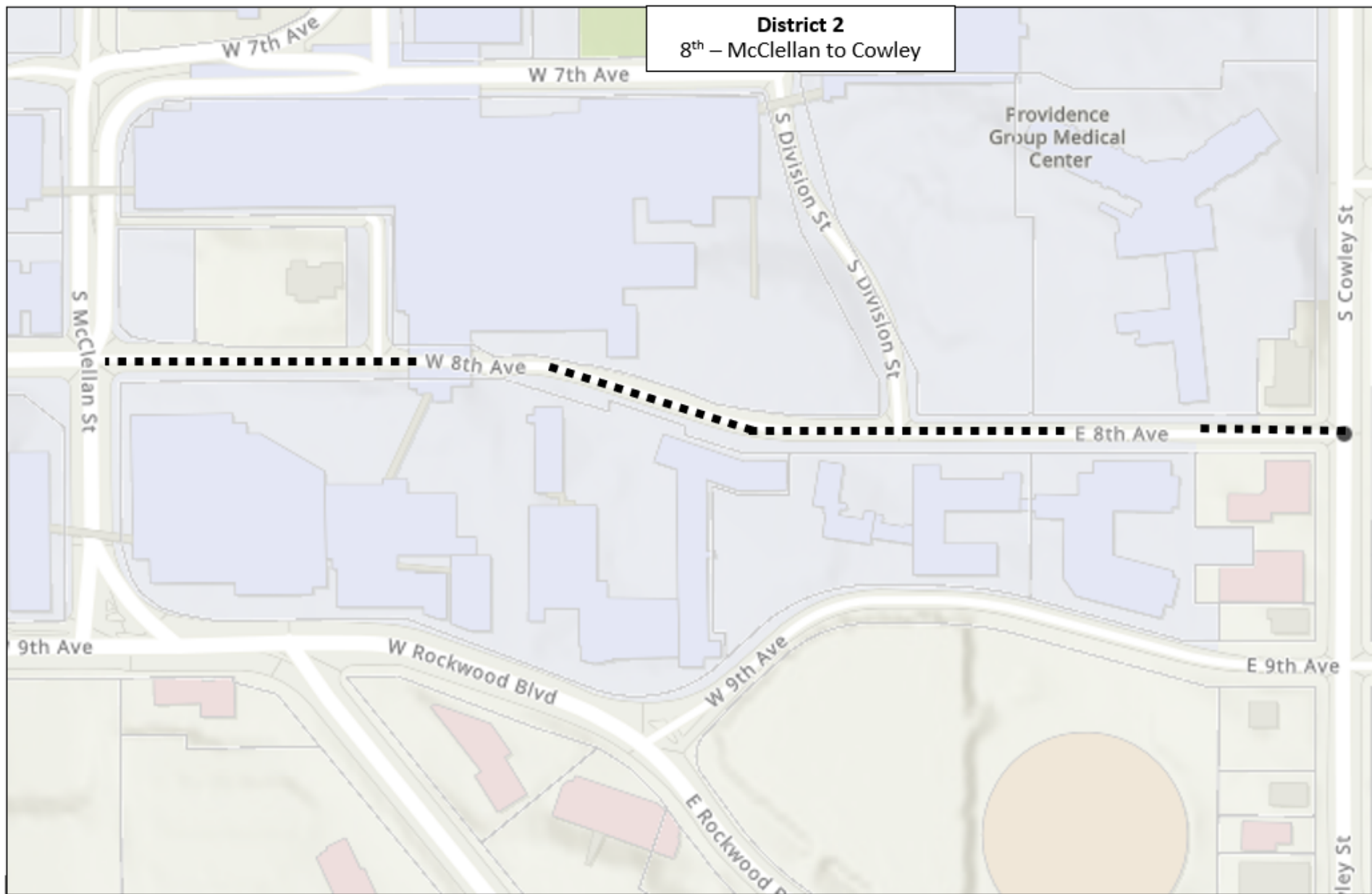




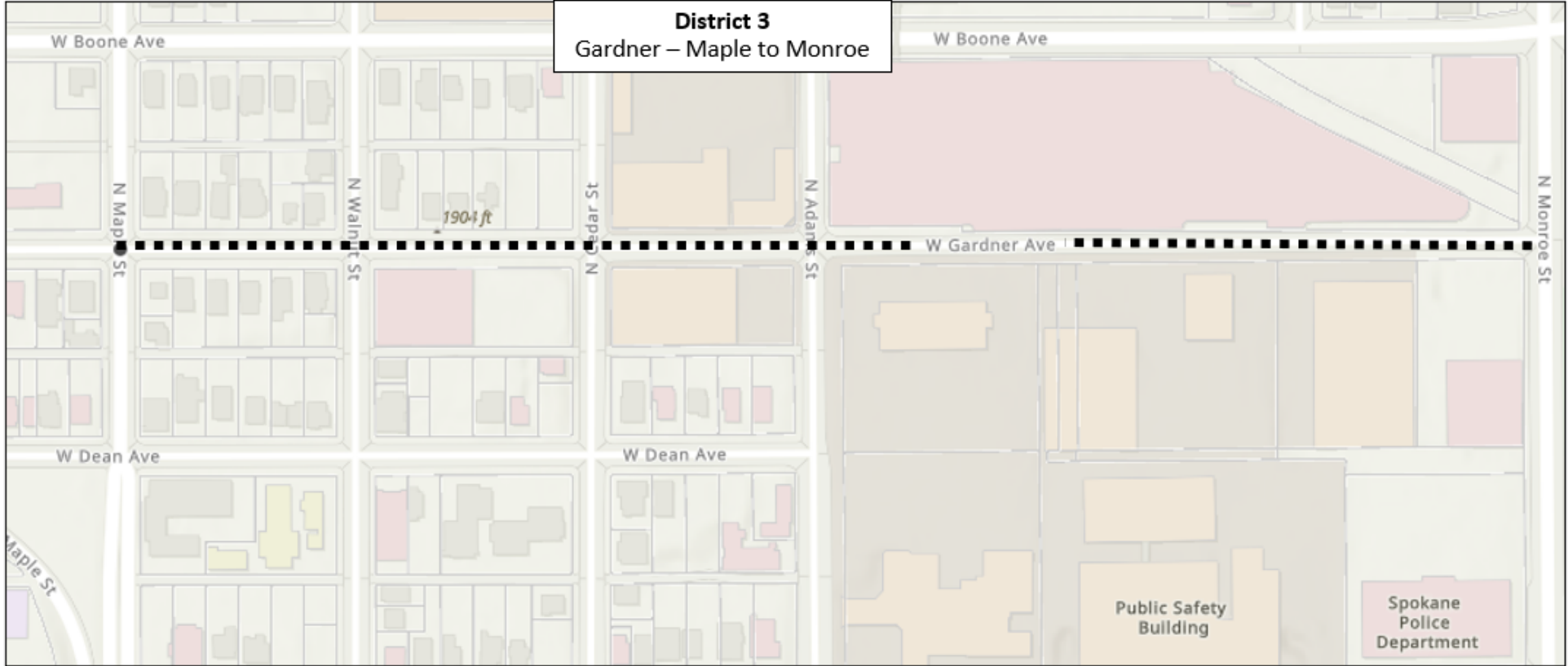
**District 1**  
Florida – Wellesley to Francis



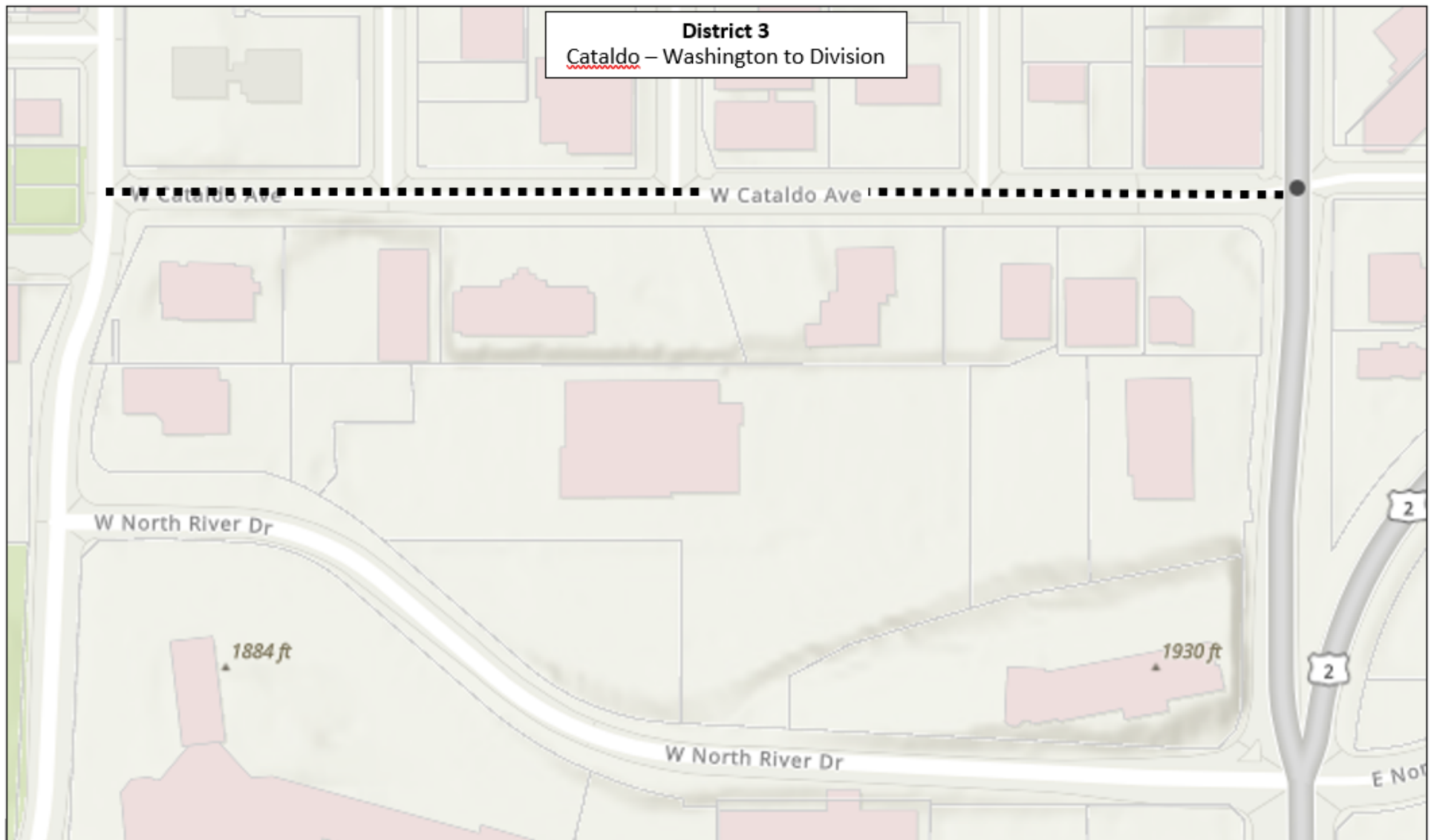
**District 2**  
8<sup>th</sup> – McClellan to Cowley



**District 3**  
Gardner – Maple to Monroe



**District 3**  
Cataldo – Washington to Division





# Agenda Sheet for City Council Meeting of: 06/12/2023

<b>Date Rec'd</b>	5/31/2023
<b>Clerk's File #</b>	OPR 2023-0579
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IPWQ 5806-23
<b>Requisition #</b>	CR25005

<b>Submitting Dept</b>	FACILITIES MANAGEMENT
<b>Contact Name/Phone</b>	ERNEST WICKERT 625-7788
<b>Contact E-Mail</b>	EWICKERT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5900 INTERMODAL FACILITY JANITORIAL SERVICE CONTRACT

## **Agenda Wording**

The Intermodal Facility utilizes contracted janitorial services for all cleaning needs. Facilities is now managing this contract.

## **Summary (Background)**

The facilities Department utilizes contracted janitorial services for all cleaning needs at the Intermodal Facility. The scope includes both buildings on site, the Intermodal Building and the Parking Services Building. In partnership with City Purchasing, a request for bids was issued in April 2023. The low bidder was ABM Janitorial at approximately \$13,500 per month. The contract is written as a 3-year agreement with two (2) 1 years extensions available.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense	\$ \$105,000 (June-Dec 2023)	# 5900-75510-18300-54906-89006
Expense	\$ \$180,000 (2024)	# 5900-75510-18300-54906-89006
Expense	\$ \$75,000 (Jan-May 2025)	# 5900-75510-18300-54906-89006
Select	\$	#

## **Budget Account**

## **Approvals**

<b>Dept Head</b>	TEAL, JEFFREY
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	PERKINS, JOHNNIE

## **Council Notifications**

<b>Study Session\Other</b>	PIES 05/22/2023
<b>Council Sponsor</b>	Kinnear & Bingle
<b>Distribution List</b>	klong@spokanecity.org
	kbustos@spokanecity.org
<b>Additional Approvals</b>	hhaws@spokanecity.org

## **Purchasing**


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	Intermodal Facility Janitorial Services Contract
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	The Facilities Department utilizes contracted janitorial services for all cleaning needs at the Intermodal Facility. The scope includes both buildings on site, the Intermodal Building and the Parking Services Building. In partnership with City Purchasing a request for bids was issued in April of 2023. The low bidder was ABM Janitorial at approximately \$13,500 per month. The contract is written as a 3-year agreement with two (2), 1-year extensions available.
<b>Proposed Council Action</b>	Contract approval
<b>Fiscal Impact</b> Total Expense: <u>Not to exceed \$180,000 annually</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 5900-75510-18300-54906-89006  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> What impacts would the proposal have on historically excluded communities?  <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	
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?  <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	

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

NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.

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?

NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.





**City of Spokane**

**PUBLIC WORKS  
MAINTENANCE AGREEMENT**

**Title: INTERMODAL FACILITY  
JANITORIAL SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC** whose address is 112 North Altamont, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to provide Intermodal Facility - Janitorial Services; and*

*WHEREAS, the Contractor was selected through IPWQ 5806-23.*

*NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on June 1, 2023 and ends on May 31, 2025, unless amended by written agreement or terminated earlier under the provisions. . This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two (2) one (1) year renewals.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in the City's IPWQ and the Contractor's Response which is attached as Exhibit C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall not exceed **THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$360,000.00)**, payable as follows:

June 1, 2023	\$105,000.00;
January 1, 2024	\$180,000.00 ;
January 1, 2025	\$75,000.00;

in accordance with the Intermodal Time Work Up contained in Attachment C, plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Facilities Management Department, [facilitiesdepartment@spokanecity.org](mailto:facilitiesdepartment@spokanecity.org), Attn: Dave Steele. Payment. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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 effort to settle the disputed amount.

#### 5. 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 Agreement. 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 Agreement shall be included in the project budgets.

#### 6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, 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 Washington State Department of Labor and Industries (L & I); 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.
- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

#### **7. 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](http://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.

#### **8. 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 Agreement 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.

#### **9. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless

shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 state industrial insurance law, or Title 51 RCW. 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

## **10. INSURANCE.**

During the period of the Agreement, 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 Title 48 RCW:

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 agreement. 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 Agreement;

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 sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) 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.

## **11. SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

## **12. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

## **13. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement 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 Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

## **14. TERMINATION.**

Either party may terminate this Agreement, 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.

## **15. STANDARD OF PERFORMANCE.**

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

## **16. 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 Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

## **17. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

## **18. 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.

## 19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

## 20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- 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.
- C. This Agreement 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 Agreement 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 Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. 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).

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 by having legally-binding representatives affix their signatures below.

**ABM INDUSTRY GROUPS, LLC**

**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 A – Debarment Certification

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – Contractor's Response to IPWQ 5806-23

23-081

## ATTACHMENT A

### 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)





## ATTACHMENT B

### 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 (\_\_\_\_\_), 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.*

## **ATTACHMENT C**

**Bid Response Summary**

**Bid Number** IPWQ 5806-23  
**Bid Title** Intermodal Facility - Janitorial Services - Public Work Ordinary Maintenance  
**Due Date** Wednesday, March 15, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** jonathan.bowen@abm.com  
**Submitted By** jonathan.bowen@abm.com jonathan.bowen@abm.com - Wednesday, March 15, 2023 1:22:15 PM [(UTC-08:00) Pacific Time (US & Canada)]  
jonathan.bowen@abm.com

**Comments****Question Responses**

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Walk Through			
	1.	Mandatory pre-bid conference and walk through will be held on Monday March 6, 2023, at 9 AM. The location will be at the Spokane Intermodal Center 221 W 1st Street, Spokane WA 99201. This meeting is MANDATORY only bidders who attended would be able to submit a bid.	I acknowledge and I understand
BACKGROUND			
	1.	The City of Spokane, Facilities Department, seeks professional services for Janitorial Services of the Spokane Intermodal Center 221 W 1st Street, Spokane WA 99201, to include adjacent Parking Services Facility, and Amtrak Facility.	I acknowledge and I understand
	2	FLOOR PLANS: Plans have been highlighted designating applicable sections with-in-the-facilities that would pertain to any contract resulting from this bid. Plans have applicable scales to enable Bidders to calculate square footage regarding to appliable areas referenced in bid. Floor Plans can be zoomed-in upon to enable greater clarity. Plans are located in the Documents Tab.	I acknowledge and I understand
	2.1	FLOOR PLANS: Plans have been highlighted designating applicable sections with-in-the-facilities that would pertain to any contract resulting from this bid.	I acknowledge and I understand
	2.1.1	Intermodal Center 1st Floor Plan, located in bid Document Tab.	I acknowledge and I understand
	2.1.1.1	Intermodal Center 1st Floor Plan Depicting Security Booth, and the Amtrak Sign-up Area, Crew Waiting Area, Restrooms and Locker Rooms. Located in bid Document Tab.	I acknowledge and I understand
	2.1.2	Intermodal Center 2nd Floor Plan, located in bid Document Tab	I acknowledge and I understand

2.1.2.1	Intermodal Center 2nd Floor Plan, Depicting Amtrak Facility is commonly referred to as 221-A Amtrak Platform and Doghouse.	I acknowledge and I understand
2.1.3	Intermodal Center 3rd Floor Plan, located in bid Document Tab.	I acknowledge and I understand
2.2	Parking Service Floor Plan, located in bid Document Tab.	I acknowledge and I understand
Default Item Group		
CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and I understand
QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the Work, unless waived by the City.	I acknowledge and I understand
AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on hourly rate. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will be for a (2) two-year period.	I acknowledge and I understand
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for two (2) one-year options with the total contract period not to exceed four (4) years .	I acknowledge and I understand
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I understand
INVOICING	Invoices must be submitted to Spokane Facilities at facilitiesdepartment@spokanecity.org within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2023-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to facilitiesdepartment@spokanecity.org.	I acknowledge and I understand
PAYMENT	Payment will be made via direct deposit/ACH 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 effort to settle the disputed amount.	I acknowledge and I understand

REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge and I understand
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge and I understand
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	4
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Jonathan Bowen (406)459-3229 Jonathan.Bowen@ABM.com
CONTRACTOR CONTACT INFORMATION	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Karl Bowen (509)535-2022 Karl.Bowen@ABM.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	COS Intermodal Addendum 1.pdf
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and I understand
1.	A payment/performance bond is NOT required	I acknowledge and I understand
2.	Statutory retainage is NOT required	I acknowledge and I understand
B.	Prevailing Wage	No
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <a href="https://secure.lni.wa.gov/wagelookup/">https://secure.lni.wa.gov/wagelookup/</a>. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge and I understand
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
D.	Statement of Intent	Yes
1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
E.	Filing Fees	Yes

1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.	I acknowledge and I understand
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training.	Yes
1.	As of July 1, 2019 contractors must 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.	I acknowledge and I understand
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and I understand
DEFINITIONS		
BIDDER	One who submits a Bid.	I acknowledge and I understand
CONTRACTOR	Individual or company whose Bid has been accepted by the City and is awarded a fully executed, written contract.	I acknowledge and I understand
PURCHASER	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I acknowledge and I understand
MINUTES PER TASK	Is the minimum billable minutes to be spent on each task, i.e. 2 people working for 10 minutes would equal 20 minutes for task.	I acknowledge and I understand
TOTAL MONTHLY MINUTES PER TASK	Is the total-number-of-monthly-minutes that would be required per month to complete a stated task based the stated frequency of which a task must be performed. (Note: As Needed Requirements would be paid at the "Cost-To-Complete-Task" when service has been performed.)	I acknowledge and I understand
DAILY SERVICE	Once per day, seven times per week.	I acknowledge and I understand
TWICE DAILY SERVICE	Once per day at 10 AM and once per day at 10 PM	I acknowledge and I understand
THREE TIMES PER WEEK SERVICE	Once per day (Monday, Wednesday, Friday)	I acknowledge and I understand
WEEKLY SERVICE	Once per week	I acknowledge and I understand

MONTHLY SERVICE	Once per month	I acknowledge and I understand
AS NEEDED SERVICE	Contingent Upon Conditions when services would be needed.	I acknowledge and I understand
CONSUMABLE SUPPLIES	Consist of all materials and necessary for the proper execution and completion of the described Work. *** Consumable Supplies -- Do Not Include Stocked Supplies -- ***	I acknowledge and I understand
STOCKED SUPPLIES CONTRACTOR FURNISHED:	Stock Supplies must be compatible for use with existing dispensing units affixed within facilities, and varying sizes of existing trash receptacles. Contractor will be responsible for providing and restocking Stock Supplies at Contractor's Cost, plus Contractor's Percentage Mark-up Above Cost. The City reserves right request copies of Contractor's records, to include invoices, throughout the contract period to include any extensions, pertaining to Stock Supply purchases. Stock Supplies that Contractor shall be responsible for providing to include, but no limited to, the following:	I acknowledge and I understand
STOCKED SUPPLIES CONTRACTOR FURNISHED:	Toilet Seat Liners, Toilet Tissue, Paper Towels, Soap, Trash Receptacle Liners (varying sizes), and Deicer.	I acknowledge and I understand
EXTERIOR AREA	Area comprised of grounds including, but not limited to, all landscaped and lawn areas, sidewalks, lots, drive lanes, bus platform, on and below luggage ramps, etcetera... associated with Intermodal Center, AMTRAK, and adjacent Parking Services Area. Bus Platform: Reference 221-C Bus Platform on 2nd Floor Plan of Bldg 221, located in Documents Tab.	I acknowledge and I understand
SECURITY BOOTH	MAIN LOBBY AREA OF INTERMODAL CENTER , 1st Floor	I acknowledge and I understand
INTERIOR COMMON AREA OF INTERMODAL CENTER , 1st Floor	221-A Waiting Area	I acknowledge and I understand
INTERIOR COMMON AREA OF INTERMODAL CENTER , 1st Floor	221-A Passenger Tunnel	I acknowledge and I understand
INTERIOR COMMON AREA OF INTERMODAL CENTER , 1st Floor	221-B	I acknowledge and I understand



INTERIOR COMMON AREA OF INTERMODAL CENTER , 1st Floor	221-C	I acknowledge and I understand
INTERIOR COMMON AREA OF INTERMODAL CENTER , 2nd Floor	221-Amtrack Platform & Doghouse	I acknowledge and I understand
INTERIOR COMMON AREA OF INTERMODAL CENTER , 2nd Floor	221-C and 221C Waiting Room	I acknowledge and I understand
INTERIOR COMMON AREA OF INTERMODAL CENTER , 2nd Floor	221-D	I acknowledge and I understand
INTERIOR COMMON AREA OF INTERMODAL CENTER , 3rd Floor	221-E	I acknowledge and I understand
ELEVATOR	There is one (1) elevator.	I acknowledge and I understand
ESCALATORS:	221-A Passenger Terminal Area: One (1) Escalator going up to 2nd Floor 221-A Amtrack Platform Area	I acknowledge and I understand
ESCALATORS:	221-A Amtrack Platform Area: One (1) Escalator going down to 1st Floor 221-A Passenger Terminal Area	I acknowledge and I understand
STAIRS	Adjacent to 221-A: One (1) stairwell, comprised of two flights of 8 steps, going up from the 1st Floor going up to 2nd Floor.	I acknowledge and I understand
STAIRS	221-A Passenger Terminal Area: One (1) primary flight of stairs going to 2nd Floor	I acknowledge and I understand
STAIRS	221-C: There two staircases:	I acknowledge and I understand
STAIRS	One (1) stairwell, comprised of two flights of 8 steps, going up from the 1st Floor going up to 2nd Floor.	I acknowledge and I understand
STAIRS	One (1) flight of stairs going down from 2nd Floor to 221-C Bus Platform	I acknowledge and I understand
STAIRS	Four (4) stairwells going down from 3rd Floor to 2nd Floor.	I acknowledge and I understand

FLOOR CARE	INTERMODAL CENTER: A total of 26,762 sq ft is to be serviced of the facilities 31,450 total sq ft. Reference: Intermodal Center 1st Floor Plan, Intermodal Center 2nd Floor Plan, Intermodal Center 3rd Floor Plan, and Intermodal Center 1st Floor Plan Depicting Security Booth, and the Amtrak Crew Room, Restrooms and Locker Rooms. Located in bid Document Tab.	I acknowledge and I understand
FLOOR CARE	PARKING SERVICE FACILITY: Square footage to be serviced: 1975 sqft Hard-Tile Surface, and 525 sq ft of Carpet, 1200 sq ft Shop Floor. Reference: Parking Service Floor Plan	I acknowledge and I understand
RESTROOM INTERMODAL CENTER: Comprise of the following areas:	Reference 1st Floor Plan of Bldg 221, located in Documents Tab, depicting (6) restrooms:	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (1) toilet and (1) sink.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (1) toilet and (1) sink.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (1) toilet and (1) sink.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (1) toilet and (1) sink.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (11) toilets, a three-sink counter.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (3) toilets, (3) urinals, and a two-sink counter.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	Reference 2nd Floor Plan of Bldg 221, located in Documents Tab, depicting (4) restrooms:	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (4) toilets, (3) urinals, and a two-sink counter.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-One Restroom Having (11) toilets, and a three-sink counter.	I acknowledge and I understand

RESTROOM INTERMODAL CENTER	Reference 3rd Floor Plan of Bldg 221, located in Documents Tab, depicting (2) locker rooms:	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	Women's Locker Room: Having (2) toilets, two-skin counter, shower, and locker group.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER	-Men's Locker Room: Having (1) toilet, (1) urinal, two-skin counter, shower, and locker group.	I acknowledge and I understand
RESTROOM PARKING SERVICES FACILITY	There is a men's restroom and a women's restroom, both restrooms combined are comprise of (2) toilets, (1) urinal, and (4) sinks.	I acknowledge and I understand
RESTROOM AMTRAK FACILITY	The Doghouse Has One Restroom Having (1) toilet, and (1) sink, and (1) dispenser.	I acknowledge and I understand
RESTROOM AMTRAK FACILITY	Intermodal Center 1st Floor Plan Depicting Security Booth, and the Amtrak Crew Room, Restrooms and Locker Rooms. Located in bid Document Tab.	I acknowledge and I understand
RESTROOM AMTRAK FACILITY	RESTROOM INTERMODAL CENTER (With Men's Locker Room) - (1) toilet, (1) urinal, (1) sink, (1) shower, locker room area, and (1) trash receptacle.	I acknowledge and I understand
RESTROOM AMTRAK FACILITY	RESTROOM INTERMODAL CENTER (With Women's Locker Room) -(1) toilet, (1) sink, (1) shower, locker room area, and (1) trash receptacle.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS	INTERMODAL CENTER: 1st Floor: No Office Areas	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS	INTERMODAL CENTER: 2nd Floor: No Office Areas	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS	INTERMODAL CENTER: 3rd Floor: There are six (6) offices on 3rd Floor, confined to section 221-E, Reference 3rd Floor Plan.	I acknowledge and I understand
CORRIDOR AREA 3RD FLOOR	Comprised of Hallway Area to include Coffee Station Area having (1) sink.	I acknowledge and I understand
TECHNICAL REQUIREMENTS		

Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, supplies, tools, equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and I understand
Scope of Work	The Scope of Services will include, but is not limited to, the following: 1. Must be able to meet all of the cleaning specifications for the Intermodal Facility; 2. Employees must be trained and aware of current OSHA standards; 3. Employees must be able to successfully pass a background check and finger printing;	I understand and agree; I do not understand and I do not agree
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and I understand
EXTERIOR, Daily Service:	Walk grounds picking up trash and debris in and around entrances to both the main building, as well as the Parking Services Building.	I acknowledge and I understand
EXTERIOR, Daily Service:	Walk exterior grounds including, but not limited to, all landscaped and lawn areas, sidewalks, lots, drive lanes, bus platform, on and below luggage ramps, etc.	I acknowledge and I understand
EXTERIOR, Daily Service:	Empty all waste receptacles (Qty 8) around facility.	I acknowledge and I understand
EXTERIOR, Daily Service:	Removed waste from receptacles and trash from policing shall be placed in the intermodal dumpster located in the West Parking Lot.	I acknowledge and I understand
EXTERIOR, As Needed Service:	Sweep sidewalks around entrance to facility (dependent upon season).	I acknowledge and I understand
EXTERIOR, As Needed Service:	During winter months, when conditions require, deicer shall be spread on the sidewalks immediately adjacent to the main building and entrance as well as immediately adjacent to the Parking Services Building and entrance.	I acknowledge and I understand
Interior Common Area Intermodal Center, Daily Service:	Gather and empty all trash from receptacles in common area. First floor (5) large bins, Second floor (3) large bins.	I acknowledge and I understand
Interior Common Area Intermodal Center, Daily Service:	Replace liner in trash receptacles	I acknowledge and I understand

Interior Common Area Intermodal Center, Daily Service:	Dust/ wipe down all horizontal surfaces, fire extinguisher boxes, window ledges, etc.	I acknowledge and I understand
Interior Common Area Intermodal Center, Daily Service:	Damp wipe and clean all chairs and wooden benches. First floor (10) chairs and (32) benches, Second floor (9) bench sets.	I acknowledge and I understand
Interior Common Area Intermodal Center, Daily Service:	Clean up all fluid spills, leaks, leaves, debris, etc.	I acknowledge and I understand
Interior Common Area Intermodal Center, Daily Service:	Clean interior and exterior door glass to entrance and bus platform.	I acknowledge and I understand
Interior Common Area Intermodal Center, Daily Service:	Spot clean walls of fingerprints and other stains to eye level.	I acknowledge and I understand
Interior Common Area Intermodal Center, Weekly Service:	Wipe down all exit and entrance doors and door frames (includes kick plates). There are (6) sliding glass enter/exits doors and (6) regular glass doors.	I acknowledge and I understand
Interior Common Area Intermodal Center, Weekly Service:	Dust/wipe air return vents into common area. There are (43) air vents.	I acknowledge and I understand
Interior Common Area Intermodal Center, Weekly Service:	Clean/ wipe down baseboards of walls Entire building is lined with baseboards.	I acknowledge and I understand
ELAVATOR, Daily Requirements:	Treat and polish elevator doors, control panels, and floor indicator plates.	I acknowledge and I understand
ELAVATOR, Daily Requirements:	Dust all elevator interior surfaces, vacuum carpets, and/ or dust and wet mop floors.	I acknowledge and I understand
ELAVATOR, Daily Requirements:	Clean and polish elevator door tracks.	I acknowledge and I understand
ELAVATOR, Daily Requirements:	Clean and spot clean elevator interior walls.	I acknowledge and I understand
ELAVATOR, Monthly Service:	Clean ceiling grid of dust and debris.	I acknowledge and I understand
ESCALATORS: Daily Service:	Vacuum/Sweep out main-trap of debris.	I acknowledge and I understand
ESCALATORS: Daily Service:	Wipe down escalators with appropriate metal polish or cleaner.	I acknowledge and I understand

ESCALATORS: Daily Service:	Sweep out escalators of loose debris.	I acknowledge and I understand
ESCALATORS: Daily Service:	Spot clean sides and handrails of escalator.	I acknowledge and I understand
ESCALATORS: Daily Service:	Clean escalator thresholds.	I acknowledge and I understand
ESCALATORS: Daily Service:	Clean glass panels to ensure they are streak and smudge free.	I acknowledge and I understand
ESCALATORS: Weekly Service:	Clean escalator treads using weighted platform brush.	I acknowledge and I understand
STAIRS, Daily Service:	Sweep and or dust stairs and landings.	I acknowledge and I understand
STAIRS, Daily Service:	Damp mop spillage on stairs, and landings.	I acknowledge and I understand
STAIRS, Daily Service:	Damp wipe handrails in stairwells.	I acknowledge and I understand
STAIRS, Daily Service:	Dust ledges in stairwells.	I acknowledge and I understand
STAIRS, Daily Service:	Spot clean walls and door surfaces in stairwells.	I acknowledge and I understand
STAIRS, Daily Service:	Clean glass panels on stairwells to ensure they are streak and smudge free.	I acknowledge and I understand
STAIRS, Weekly Service:	Damp mop stairs, fire escape stairs, and landings completely.	I acknowledge and I understand
STAIRS, Weekly Service:	Clean stairwell doors.	I acknowledge and I understand
STAIRS, Weekly Service:	Dust doors and door frames.	I acknowledge and I understand
Floor Care Intermodal Center, Three Times Per Week Service	All hard tile surface common to 1st and 2nd floor shall be machine scrubbed.	I acknowledge and I understand
Floor Care Intermodal Center, As Needed Service:	Floors shall be dust mopped in entirety and maintained as needed.	I acknowledge and I understand
Floor Care Intermodal Center, As Needed Service:	Floors shall be wet mopped in entirety and maintained as needed.	I acknowledge and I understand

Floor Care Intermodal Center, Monthly Service:	Floors shall be deep cleaned/ stripped . No waxes or sealants to be applied without prior approval.	I acknowledge and I understand
Floor Care Parking Services Facility	Reference "Parking Services Facility".	I acknowledge and I understand
Floor Care Amtrak Facility.	Reference "Amtrak Facility"	I acknowledge and I understand
Floor Care Amtrak Sign-up Area, Crew Waiting Area, Restrooms and Locker Rooms	Reference " Amtrak Sign-up Area, Crew Waiting Area, Restrooms and Locker Rooms"	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Gather all trash from receptacles for disposal.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Replace trash liners in appropriate receptacles estimated 21 receptacles.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Clean and sanitize all fixtures (sinks, toilets, urinals, etc.), chrome fittings, countertops and supply dispensers, mirrors.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Refill all appropriate restroom supplies.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Clean and refill all dispensers estimated 24 dispensers.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Clean restroom mirrors and frames, estimated 8 mirrors.	I acknowledge and I understand

RESTROOM INTERMODAL CENTER, Daily Service:	Clean all partitions, walls and doors.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Dust ledges, partitions, and dispensers.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Clean disinfect exposed tile surfaces such as walls, doors and ceiling.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Clean / dust horizontal surfaces where appropriate.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Dust mop floors thoroughly.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Wet mop / disinfect floors.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Ensure floor drains and grates are clean and functioning properly. Estimated 5 floor drains.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Clean and polish entry/ exit handles and kick plates.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Daily Service:	Clean 3rd floor Men's and Women's locker rooms and shower areas per restroom specifications.	I acknowledge and I understand



RESTROOM INTERMODAL CENTER, Weekly Service:	Clean all air vents and returns. Estimated 61 restroom air vents.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Weekly Service:	Machine scrub floors.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Monthly Service:	Wash and sanitize ceramic walls to height of 7 ft. and toilet stall partitions. Estimated 34 toilet stall partitions.	I acknowledge and I understand
RESTROOM INTERMODAL CENTER, Monthly Service:	Wash doors, door jams and door frames.	I acknowledge and I understand
Restroom Parking Services Facility:	Reference "Parking Services Facility".	I acknowledge and I understand
Restroom Amtrak Facility:	Reference "Amtrak Facility".	I acknowledge and I understand
Restroom Amtrak Sign-up Area, Crew Waiting Area, Restrooms and Locker Rooms	Restroom "Amtrak Sign-up Area, Crew Waiting Area, Restrooms and Locker Rooms".	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Daily Service:	Gather all waste from receptacles, place for disposal and replace liners. (25) receptacles, and (3) left in hallway at night.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Daily Service:	Clean drinking fountains; qty 4.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Daily Service:	Vacuum all carpeted areas and rugs.	I acknowledge and I understand

INTERMODAL CENTER OFFICE AREAS, Weekly Service:	Dust/ vacuum office chairs; qty 25.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Weekly Service:	Dust/ sanitize telephones; qty 25.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Weekly Service:	Clean partition glass floor to ceiling.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Weekly Service:	Spot clean doors, door handles, door frames and all wall surfaces.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Monthly Service:	Edge vacuum around desks and walls.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Monthly Service:	Dust / clean baseboards.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, Monthly Service:	Clean air vents; quantity 24 air vents.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, As Needed Service:	Dust desks and tabletops, remove fingerprints as needed, Qty 25.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, As Needed Service:	Dust all file cabinets, shelves; Qty 6.	I acknowledge and I understand

INTERMODAL CENTER OFFICE AREAS, As Needed Service:	Dust window ledges and relight ledges; Qty 1 floor to ceiling.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, As Needed Service:	Dust convector areas if applicable.	I acknowledge and I understand
INTERMODAL CENTER OFFICE AREAS, As Needed Service:	Reset magazines in waiting area if applicable.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Vacuum carpets thoroughly.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Remove trash from coffee station area; there are (4) trash cans in coffee area.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Replace trash liners; in the (4) trash cans.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Clean and restock all dispensers.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Clean / sanitize sink area and surfaces surrounding sink.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Spot clean walls of fingerprints and other stains to eye level.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Spot clean corridor carpets.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Wipe down cabinets, sink, and handles in coffee area.	I acknowledge and I understand
CORRIDOR AREA 3rd FLOOR, Daily Service:	Dust mop tile area in coffee station area.	I acknowledge and I understand

CORRIDOR AREA 3rd FLOOR, Monthly Service:	Edge vacuum carpet.	I acknowledge and I understand
PARKING SERVICE FACILITY, Three Times Per Week Service:	Empty wastebaskets and replace liners; qty 6.	I acknowledge and I understand
PARKING SERVICE FACILITY, Three Times Per Week Service:	Vacuum carpet; 525 sq ft.	I acknowledge and I understand
PARKING SERVICE FACILITY, Three Times Per Week Service:	Sweep and mop hard tile surface floors, 1975 sq ft.	I acknowledge and I understand
PARKING SERVICE FACILITY, Three Times Per Week Service:	Dust mop shop floor.	I acknowledge and I understand
PARKING SERVICE FACILITY, Three Times Per Week Service:	Clean and disinfect sinks (qty 4), counters, toilets (qty 2) and urinal (Qty 1) per "Restroom technical specs". Three time per week.	I acknowledge and I understand
PARKING SERVICE FACILITY, Three Times Per Week Service:	Clean and restock all dispensers (Qty 6).	I acknowledge and I understand
PARKING SERVICE FACILITY, Weekly Service:	Dust desks (Qty 4), cabinet tops, window seals (Qty 8), and picture frames.	I acknowledge and I understand
PARKING SERVICE FACILITY, Weekly Service:	Spot clean walls, doors and light switches. (12) doors; (9) rooms.	I acknowledge and I understand
PARKING SERVICE FACILITY, Weekly Service:	Dust light fixtures, vents and baseboards. Approximately (18).	I acknowledge and I understand
AMTRAK FACILITY	221-A Amtrak Platform and Doghouse, of the Intermodal 2nd Floor Plan:	Yes

AMTRAK FACILITY, Daily Service 10 a.m. and 10 p.m.	Gather all trash from 6 receptacles.	I acknowledge and I understand
AMTRAK FACILITY, Daily Service 10 a.m. and 10 p.m.	Replace liners in trash receptacles.	I acknowledge and I understand
AMTRAK FACILITY, Daily Service 10 a.m. and 10 p.m.	Clean the restroom in accordance with "Restroom Technical Specifications"	I acknowledge and I understand
AMTRAK FACILITY, Daily Service 10 a.m. and 10 p.m.	Vacuum Carpet 900 Sq ft.	I acknowledge and I understand
AMTRAK SIGN-UP AREA, CREW WAITING AREA, RESTROOMS AND LOCKER ROOMS.	Damp Wipe and Clean, Three Times Per Week Service: (3) tables, (1) drinking fountain, Exterior Surface of Locker Bank.	I acknowledge and I understand
AMTRAK SIGN-UP AREA, CREW WAITING AREA, RESTROOMS AND LOCKER ROOMS.	Empty 2 garbage cans and 1 recycling can, Three Times Per Week Service.	I acknowledge and I understand
AMTRAK SIGN-UP AREA, CREW WAITING AREA, RESTROOMS AND LOCKER ROOMS.	Tile floor on the long corridor to serviced comprised of Sign-Up Area, Crew Waiting Area, Three Times Per Week Service. Clean per "Floor Care Specs" Reference Intermodal Center 1st Floor Plan Depicting Sign-up Area, Amtrak Crew Waiting Room, Restrooms and Locker Rooms.	I acknowledge and I understand
AMTRAK SIGN-UP AREA, CREW WAITING AREA, RESTROOMS AND LOCKER ROOMS.	Men's restroom (1 toilet, 1 sink, 1 urinal, 1 shower and 1 area for men's locker room) tile floor, 1 garbage can Clean the restroom in accordance with "restroom Technical Specs"	I acknowledge and I understand
AMTRAK SIGN-UP AREA, CREW WAITING AREA, RESTROOMS AND LOCKER ROOMS.	Women's restroom (1 sink, 1 toilet, 1 locker room, 1 shower) tile floor, 1 garbage can. Clean the restroom in accordance with "restroom Technical Specs".	I acknowledge and I understand

	ROUTINE MAINTENANCE NEEDS AND/OR REPAIRS	Will be communicated to the City of Spokane Facilities Department, Custodial Foreperson at 509-481-3021, or the Security Office in Intermodal.	I acknowledge and I understand
BID			
	Evaluating	As a cost comparison for this bid, we are using the Bidder's Cost To Complete As Needed Task, Bidder's Monthly Total Cost Based On Monthly Minutes, Monthly Cost for Consumable Supplies, Percentage Mark-up Above Cost for Stocked Supplies.	I understand and I acknowledge
	Evaluating	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Bidder's Quote Section of Exhibit A for the actual services performed.	I understand and I acknowledge
	Pricing	Pricing Exhibit A located in the Documents tab must be filled out and uploaded below. This exhibit shows by facility, how often each service must be performed. You will need to fill out Minutes per Task and cost per facility - and then complete the Quote form section of Exhibit A, for all facilities with a total cost/month.	I understand and I acknowledge
	Pricing	Exhibit A , you will need to enter Consumable Supply Monthly Cost.	I understand and I acknowledge
	Pricing	Exhibit A , you will also need to enter Contractor's Percentage Mark-up Above Cost for supplies Contractor is required to stock. The City reserves right request copies of Contractor's records, to include supply invoices, through thought the contract period to include any extensions, pertaining to stock-supply purchases. Contractor shall not markup any related freight cost. Freight would be at cost.	I acknowledge and understand
	Pricing	Enter Contractor's Percentage Mark-up Above Cost To Be Applied for Stocked Supplies	15%
	Quote	Quote Pricing Exhibit A, you will also need to complete Quote Section of Exhibit A, providing Overall Total Monthly Minutes Required to Equate Total Monthly Cost, based on Hours Per Month; Consumable Supplies Monthly Cost, and Additional Cost No Listed That Could Be Incurred.	I understand and I acknowledge
	Quote	Bidder confirms that it has listed any other cost that could be incurred that were not listed on Exhibit A and Quote Page. If Bidder does not list Other Cost that could be Incurred, cost would not be allowed later.	I understand and I acknowledge

Quote	Quoting Errors Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I acknowledge and I understand
Bid Offer	The quote listed on the Exhibit A of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. This will be set up as a two (2) year contract - with pricing adjustments and justification can be requested at the anniversary date of the Contract.	I understand and I acknowledge
Bid Offer	Upload your completed Exhibit A here. Only one document can be uploaded so save all pages as one document before attempting upload.	Intermodal Time Work Up.xlsx
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	1
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I understand
Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	COS Intermodal Subcontractor List.pdf
<b>CONTRACTOR RESPONSIBILITY</b>		
#1	Provide Washington State Contractor's Registration No.	ABMONOS832J6
#2	Provide Contractor's U.B.I. Number	604 075 772
#3	Provide Contractor's Washington Employment Security Department Number	691822-00-0
#4	Provide Contractor's Washington Excise Tax Registration Number	700 363 00
#5	Provide Contractor's City of Spokane Business Registration Number	604075772
<b>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</b>		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	YES





Note for ALL Sections: Minutes per Task is the minimum billable minutes to be spent on each task, i.e. 2 people working for 10 minutes would equal 20 minutes for task.

TOTAL MONTHLY MINUTES PER TASK: Is defined as the total-number-of-monthly-minutes that would be required per month to complete a stated tasks based the stated frequency of which a tasks must be performed.  
(Note As Needed Requirements Would be at Cost Per Task; therefore, Total Monthly Minutes Should Not Include As Needed Requirements, as Needed Requirements would be paid at cost when required to be perform)

1	Exterior	Minutes per Task	Cost To Complete As Needed Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency. (Note As Needed Requirements Should Not Be Included)
a.	Walk grounds picking up trash and debris in and around entrances to both the main building, as well as the Parking Services Building.	15		Daily	456
	Walk exterior grounds including, but not limited to, all landscaped and lawn areas, sidewalks, lots, drive lanes, bus platform, on and below luggage ramps, etc.	60		Daily	1825
b.	Empty all waste receptacles around exterior of Intermodal Center facility.	30		Daily	900
c.	Sweep sidewalks around entrance to Intermodal Center facility (dependent upon season)	30	\$17.50	As Needed	
d.	During winter months, when conditions require, deicer shall be spread on the sidewalks immediately adjacent to the Intermodal Center facility and entrance as well as immediately adjacent to the Parking Services Building and entrance	30	\$17.50	As Needed	
TOTAL MONTHLY MINUTES FOR EXTERIOR TASKS (Note: Total Monthly Minutes Should Not Include As Needed Requirements, as Needed Requirements would be paid at cost when required to be perform)					3181

2	Security Booth	Minutes per Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Empty trash form one (1) trash receptacle and replace liner.	2	3x Per Week	26
b.	Sweep and Mop tile floor area	15	3x Per Week	195
c.	Clean Plexiglas Surfaces	5	3x Per Week	65
TOTAL MONTHLY MINUTES FOR SECURITY BOOTH TASKS				286

3	Interior Common Area Intermodal Center	Minutes per Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Gather and empty all trash from receptacles in common area.	15	Daily	900
b.	Replace liner in trash receptacles	15	Daily	140
c.	Dust / wipe down all horizontal surfaces, fire extinguisher boxes, window ledges, etc.	5	Daily	140
d.	Damp wipe and clean all chairs and wooden benches	5	Daily	140
e.	Clean up all fluid spills, leaks, leaves, debris, etc.	5	Daily	140
f.	Clean interior and exterior door glass to entrance and bus platform	5	Daily	140
g.	Spot walls of fingerprints and other stains to eye level	5	Daily	140
h.	Wipe down all exit and entrance doors and door frames (includes kick plates).	15	Weekly	60
i.	Dust/wipe air return vents into common area.	15	Weekly	60
j.	Clean/ wipe down baseboards of walls.	15	Weekly	60
TOTAL MONTHLY MINUTES FOR INTERIOR COMMON AREA INTERMODAL CENTER TASKS				1920

4	Elevator	Minutes per Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Treat and polish elevator doors, control panels, and floor indicator plates	2	Daily	140
b.	Dust all elevator interior surfaces, vacuum carpets, and/ or dust and wet mop floors	2	Daily	140
c.	Clean and polish elevator door tracks	2	Daily	140
d.	Spot clean carpets and elevator interior walls	2	Daily	140
e.	Clean and spot clean elevator interior window wall	2	Daily	140
f.	Clean ceiling grid of dust and debris	5	Monthly	20
TOTAL MONTHLY MINUTES FOR ELEVATOR TASKS				720

5	Escalators	Minutes per Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Vacuum/Sweep out main-trap of debris.	5	Daily	140
b.	Wipe down escalators with appropriate metal polish or cleaner	5	Daily	140
c.	Sweep out escalators of loose debris	5	Daily	140
d.	Spot clean sides and handrails of escalator	5	Daily	140
e.	Clean escalator thresholds	5	Daily	140
f.	Clean glass panels to ensure they are streak and smudge free	5	Daily	140
h.	Clean escalator treads using weighted platform brush	20	Weekly	40
TOTAL MONTHLY MINUTES FOR ESCALATORS TASKS				880

6	Stairs	Minutes per Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Sweep and or dust stairs and landings	10	Daily	280
b.	Damp mop spillage on stairs, and landings	10	Daily	280
c.	Damp wipe handrails in stairwells	5	Daily	140
d.	Dust ledges in stairwells	5	Daily	140
e.	Spot clean walls and door surfaces in stairwells	5	Daily	140
f.	Clean glass panels on stairwells to ensure they are streak and smudge free	5	Daily	140
g.	Damp mop stairs, fire escape stairs, and landings completely	15	Weekly	40
h.	Clean stairwell doors	5	Weekly	40
i.	Dust doors and door frames	10	Weekly	40
TOTAL MONTHLY MINUTES FOR STAIR TASKS				1240

7	Floor Care Intermodal Center	Minutes per Task	Cost To Complete As Needed Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency. (Note As Needed Requirements Should Not Be Included)
a.	All hard tile surface common to 1st and 2nd floor shall be machine scrubbed	120		3x Per Week	360
b.	Floors shall be dust mopped in entirety and maintained as needed	45	\$26.25	As Needed	
c.	Floors shall be wet mopped in entirety and maintained as needed	120	\$70	As Needed	
d.	Floors shall be deep cleaned/ stripped . No waxes or sealants to be applied without prior approval	120		Monthly	120
e.	Floor Care Parking Services Facility (Reference "Parking Services Facility")				
f.	Floor Care Amtrak Facility (Reference "Amtrak Facility")				
TOTAL MONTHLY MINUTES FOR FLOOR CARE INTERMODAL CENTER TASKS (Note: Total Monthly Minutes Should Not Include As Needed Requirements, as Needed Requirements would be paid at cost when required to be perform)					480

TOTAL MONTHLY MINUTES PER TASK: Is defined as the total-number-of-monthly-minutes that would be required per month to complete a stated tasks based the stated frequency of which a tasks must be performed.  
**(Note As Needed Requirements Would be at Cost Per Task; therefore, Total Monthly Minutes Should Not Include As Needed Requirements, as Needed Requirements would be paid at cost when required to be perform)**

8	Restroom Intermodal Center	Minutes per Task		Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Gather all trash from receptacles for disposal.	15		Daily	560
b.	Replace trash liners in appropriate receptacles.	15		Daily	140
c.	Clean and sanitize all fixtures (sinks, toilets, urinals, etc.), chrome fittings, countertops and supply dispensers, mirrors.	60		Daily	1680
d.	Refill all appropriate restroom supplies.	10		Daily	280
e.	Clean and refill all dispensers.	10		Daily	280
f.	Clean restroom mirrors and frames.	10		Daily	280
g.	Clean all partitions, walls and doors.	15		Daily	420
h.	Dust ledges, partitions, and dispensers	15		Daily	420
i.	Clean disinfect exposed tile surfaces such as walls, doors and ceiling	15		Daily	420
j.	Clean/ dust horizontal surfaces where appropriate	15		Daily	420
k.	Dust mop floors thoroughly	30		Daily	840
l.	Wet mop/ disinfect floors	60		Daily	1680
m.	Ensure floor drains and grates are clean and functioning properly.	10		Daily	280
n.	Clean and polish entry/ exit handles and kick plates	10		Daily	280
o.	Clean 3rd floor Men's and Women's locker rooms and shower areas per restroom specifications.	30		Daily	840
p.	Clean all air vents and returns.	30		Weekly	30
q.	Machine scrub floors	60		Weekly	60
r.	Wash and sanitize ceramic walls and toilet stall partitions.	60		Monthly	60
s.	Wash doors, jams and frames. Estimated quantity six.	60		Monthly	60
t.	Restroom Parking Services Facility: (Reference "Parking Services Facility")				
u.	Restroom Amtrak Facility: ("Reference "Amtrak Facility")				
TOTAL MONTHLY MINUTES FOR RESTROOM INTERMODAL CENTER TASKS					9030
9	Intermodal Center Office Areas	Minutes per Task	Cost To Complete As Needed Task	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency. (Note As Needed Requirements Should Not Be Included)
a.	Gather all waste from receptacles, place for disposal & replace liners.	15		Daily	420
b.	Clean drinking fountains.	5		Daily	140
c.	Vacuum all carpeted areas and rugs.	15		Daily	420
d.	Dust/ vacuum office chairs.	30		Weekly	120
e.	Dust/ sanitize telephones.	15		Weekly	60
f.	Clean partition glass floor to ceiling.	15		Weekly	60
g.	Spot clean doors, door handles, door frames and all wall surfaces.	20		Weekly	80
h.	Edge vacuum around desks and walls.	20		Monthly	20
i.	Dust/ clean baseboards	15		Monthly	15
j.	Clean air vents	15		Monthly	15
k.	Dust desks and tabletops, remove fingerprints as needed	30	\$17.50	As Needed	
l.	Dust all file cabinets, shelves	30	\$17.50	As Needed	
m.	Dust window ledges and reight ledges	30	\$17.50	As Needed	
n.	Dust convector areas if applicable	30	\$17.50	As Needed	
o.	Reset magazines in waiting area if applicable	10	\$5.83	As Needed	
TOTAL MONTHLY MINUTES FOR INTERMODAL CENTER OFFICE AREA TASKS					1350
(Note: Total Monthly Minutes Should Not Include As Needed Requirements, as Needed Requirements would be paid at cost when required to be perform)					
10	Corridor Area 3rd Floor Intermodal Center	Minutes per Task		Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Vacuum carpets thoroughly	15		Daily	420
b.	Empty waste receptacles in coffee station area	2		Daily	56
c.	Replace trash liners; waste receptables in coffee station area	2		Daily	56
d.	Clean and restock all dispenserin coffee station area	5		Daily	140
e.	Clean/ sanitize sink area and surfaces surrounding sink in coffee station area	5		Daily	140
f.	Spot clean corridor walls	5		Daily	140
g.	Spot clean corridor carpets	5		Daily	140
h.	Wipe down cabinets and handles in coffee area	5		Daily	140
i.	Dust mop tile area in coffee station area	5		Daily	140
j.	Edge vacuum carpet	20		Monthly	20
TOTAL MONTHLY MINUTES FOR CORRIDOR AREA 3RD FLOOR INTERMODAL CENTER TASKS					1392
11	Parking Service Facility	Minutes per Task	Cost To Complete Task As Needed Requirements	Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Empty wastebaskets and replace liners	10		3x Per Week	120
b.	Vacuum carpet	15		3x Per Week	180
c.	Sweep and mop hard tile surface floors	15		3x Per Week	180
d.	Dust mop shop floor	10		3x Per Week	120
e.	Clean and disinfect sinks, counters, toilets and urinal per "Restroom technical specs".	30		3x Per Week	360
f.	Clean and restock all dispensers	5		3x Per Week	60
g.	Dust desks, cabinet tops, window seals, and picture frames	10		3x Per Week	120
h.	Spot clean walls, doors and light switches	10		3x Per Week	120
i.	Dust light fixtures, vents and baseboards	15		3x Per Week	180
TOTAL MONTHLY MINUTES FOR PARKING SERVICE FACILITY TASKS					1440
12	Amtrak Facility - Doghouse Twice Daily Service once at 10 a.m. and once at 10 p.m.	Minutes per Task		Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Gather all trash from receptacles	5		Twice Daily 10 AM and 10 PM	280
b.	Replace liners in trash receptacles	5		Twice Daily 10 AM and 10 PM	280
c.	Clean the restroom in accordance with "restroom Technical Spes"	15		Twice Daily 10 AM and 10 PM	840
d.	Vacuum carpet 900 sf (Applicable area of the 1st Floor INTERMODAL CENTER)	15		Twice Daily 10 AM and 10 PM	840
TOTAL MONTHLY MINUTES FOR AMTRAK FACILITY DOGHOUSE					2240
13	Amtrak Sign-up Area, Crew Waiting Area, Restrooms and Locker Rooms.	Minutes per Task		Frequency	Minutes Required Per Month For Stated Task Taking Into Account Required Frequency.
a.	Damp Wipe and Clean tables, drinking fountain, locker bank exterior surface	15		3x Per Week	180
b.	Empty trash from receptacles, and recyclables from recycle container	10		3x Per Week	120
c.	Clean Tile floor in accordance with "Floor Care Techncial Secs"	15		3x Per Week	180
d.	Clean Men's restroom & locker in accordance with "Restroom Technical Spes"	15		3x Per Week	180
e.	Clean Women's restroom & locker in accordance with "restroom Technical Spes"	15		3x Per Week	180
TOTAL MONTHLY MINUTES FOR AMTRAK SIGN-UP AREA, CREW WAITING AREA, RESTOOMS & LOCKERROOMS TASKS					840

TOTAL MONTHLY MINUTES PER TASK: Is defined as the total-number-of-monthly-minutes that would be required per month to complete a stated tasks based the stated frequency of which a tasks must be performed.  
**(Note As Needed Requirements Would be at Cost Per Task; therefore, Total Monthly Minutes Should Not Include As Needed Requirements, as Needed Requirements would be paid at cost when required to be perform)**

14	Consumable Supplies: Monthly Cost For Consumable Supplies (Does Not Include Stock Supplies)	\$983
15	Stocked-Supplies Percentage Mark-up Above Contractor's Cost: Contractor's Percentage Mark-up Above Cost for Stocked Supplies that Contractor is required to stock. The City reserves right request copies of Contractor's records, to include invoices, throughout the contract period to include any extensions, pertaining to Stock Supply Purchases. Contractor shall not markup an related freight cost. Freight would be at cost. Enter Contractor's Percentage Mark-up above Contractor's Cost Here:	15%

QUOTE (IPWQ 5806-23)

TOTAL MONTHLY MINUTES PER TASK: Is defined as the total-number-of-monthly-minutes that would be required per month to complete a stated tasks based the stated frequency of which a tasks must be performed.  
**(Note As Needed Requirements Would be at Cost Per Task; therefore, Total Monthly Minutes Should Not Include As Needed Requirements, as Needed Requirements would be paid at cost when required to be perform)**

TO: CITY OF SPOKANE, WASHINGTON  
 QUOTE: IPWQ 5806-23

**PROJECT NAME: Intermodal Facility - Janitorial Services**

The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

		Quote Totals		Task #
		Monthly Minutes	Monthly Cost	
1	EXTERIOR TASKS (Should Not Include As Needed Requirements; As Needed Requirements Will Be At Stated Cost Per Task)	3181	\$1,409.37	1
2	SECURITY BOOTH TASKS	286	\$127.51	2
3	INTERIOR COMMON AREA INTERMODAL CENTER TASKS	1920	\$850.75	3
4	ELEVATOR TASKS	720	\$319.15	4
5	ESCALATOR TASKS	880	\$390.03	5
6	STAIR TASKS	1240	\$549.51	6
7	FLOOR CARE INTERMODAL CENTER TASKS (Should Not Include As Needed Requirements; As Needed Requirements Will Be At Stated Cost Per Task)	480	\$159.67	7
8	RESTROOM INTERMODAL CENTER TASKS	9030	\$4,000.48	8
9	INTERMODAL CENTER OFFICE AREA TASKS (Should Not Include As Needed Requirements; As Needed Requirements Will Be At Stated Cost Per Task)	1350	\$598.24	9
10	CORRIDOR AREA 3RD FLOOR INTERMODAL CENTER TASKS	1392	\$616.64	10
11	PARKING SERVICE FACILITY TASKS	1440	\$637.95	11
12	AMTRAK FACILITY DOGHOUSE TASKS	2240	\$992.37	12
13	AMTRAK SIGN-UP AREA, CREW WAITING AREA, RESTROOMS & LOCKER ROOMS TASKS	840	\$372.20	13
TOTAL MONTHLY COST BASED ON MONTHLY MINUTES		24999	\$11,023.87	
14	Consumable Supplies Monthly Cost	\$ 983.00		14
Enter Contractor's Percentage Mark-up Above Cost To Be Applied for Stocked Supplies		15 % Mark Up Above Cost Stock Supplies		
15	Stocked Supplies Monthly Cost: To Include Contractor's Percentage Mark-up Above Cost Incurred For The Month	To Be Determined Monthly Based On Support		15
16	Cost To Complete As Needed Task(s) That Had Been Performed During The Month.	Cost To Be Determined Monthly Based The As Needed Task(s) That Were Performed During The Month, Based On Contractor's Stated Task-Cost For Associated As Needed Task and The Number of Times Task(s) Had Been Performed During The Month.		16
Bidder to list any other cost that could be incurred that were not listed on Exhibit A and Quote Page. If Bidder does not list Other Cost that could be Incurred, cost would not be allowed later.				
17	Parking pass for two employees	Monthly Cost:	\$374.00	17
	Description:	Monthly Cost:		
	Description:	Monthly Cost:		
	Description:	Monthly Cost:		
Total Monthly Cost Would Be Comprised Of:		Would Be Total Cost Of: (1+2+3+4+5+6+7+8+9+10+11+12+13+14+15+16+17)		
Plus Applicable Tax Rate of 9%		To Be Applied When Invoicing		

**ADDENDUM NO. 1****March 7, 2023****IPWQ 5806-23****Intermodal Facility - Janitorial Services - Public Work Ordinary Maintenance**

Mandatory pre-bid conference and walk through was conducted on Monday, March 6, 2023, at 9 AM, at the Spokane Intermodal Center 221 W 1st Street, Spokane WA 99201. This meeting was MANDATORY only bidders who attended would be able to submit a bid.

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City; Clarification Deadline is 3/8/2023 3:00PM.

This Addendum is to distribute a copy of the "sign-in sheet" as depicted below, and to provide answers to questions that were asked.

**QUESTIONS**, The following questions were asked:

- 1) Question: Is the contractor responsible for projecting and maintaining a supply of paper products on site?  
Response: The contractor is responsible for maintaining a supply of products on site. Projecting to supply is not necessary.
- 2) Question: What is the current contract price?  
Response: This is the first time the City of Spokane Facilities Department has bid this service. Previous contract amount is not pertinent as the terms and conditions of this contract are different.
- 3) Question: What is the total square footage being cleaned in Intermodal and Parking Enforcement?  
Response: This figure is unavailable.
- 4) Question: Is there a cost associated with parking at Intermodal? If so, is a monthly cost/yearly cost?  
Is the cost of parking an allowable reimbursable expense for the contract?  
Response: Yes. There are not monthly or yearly passes for the Diamond Lot at Intermodal. The cost of parking at lot B280 (across the street), is \$170 per month (plus tax & processing).

Bidders shall list "Parking Expense" as Other-Cost that could be incurred on Exhibit A and Quote Page. Should the City provide a parking pass, then cost would not be incurred.


Rick Rinderle  
Procurement Specialist


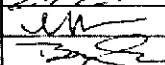

**PLEASE NOTE:** A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

ABM

Company

  
Signature

IPWQ 5806-23 Intermodal Facility - Janitorial Services - Public Work Ordinary Maintenance			
Mandatory pre-bid conference and walk through was conducted on Monday, March 6, 2023, at 9 AM, at the Spokane Intermodal Center 221 W 1st Street, Spokane WA 99201. This meeting was MANDATORY only bidders who attended would be able to submit a bid.			
Company Name	Individual's Printed Name	Signature	Email address
ABM	Jonathan Buel		Jonathan.Buel@abm.com
NORPAL	Liana Boydell		LIANA@norpalteam1.com
Environmental Control Building Maintenance	Bryan Spray		bryan@ecspokane.com

**SUBCONTRACTOR LIST**

PROJECT NAME: IPWQ 5806-23 Intermodal Facility

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

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CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)  
02/06/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>ACE Property &amp; Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C:</td><td>Indemnity Insurance Company of North Ameri</td><td>43575</td></tr><tr><td>INSURER D:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER E:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER F:</td><td>American Home Assurance Company</td><td>19380</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	ACE Property & Casualty Insurance Company	20699	INSURER C:	Indemnity Insurance Company of North Ameri	43575	INSURER D:	Federal Insurance Company	20281	INSURER E:	AIG Specialty Insurance Company	26883	INSURER F:	American Home Assurance Company	19380
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INSURER F:	American Home Assurance Company	19380																				

**COVERAGES****CERTIFICATE NUMBER:** W28038248**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	XSL G47300198	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H10691825	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	XEU G27910865 008	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C50677370	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Employee Dishonesty/Fidelity</b>			J06105798	11/01/2022	11/01/2023	Each Occurrence \$5,000,000

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

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jessica Graham</i>
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ACORD 25 (2016/03)

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SR ID: 23713404

BATCH: 2841595



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

<b>AGENCY</b> Willis Towers Watson Southeast, Inc.		<b>NAMED INSURED</b> ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Worksite Location: Various city locations

Any person or organization whom you have agreed to are included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured.

If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance.

Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883  
 POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2022 EXP DATE: 05/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	\$10,000,000
□□□□□□□□□□□□□□□□□□□□	Aggregate	\$10,000,000
□□□□□□□□□□□□□□□□□□□□	SIR	\$500,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: MPB G23645233 016 EFF DATE: 07/01/2022 EXP DATE: 07/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim/Aggregate	\$5,000,000
□□□□□□□□□□□□□□□□□□□□	Aggregate	\$5,000,000
□□□□□□□□□□□□□□□□□□□□	Retention	\$1,000,000





# **ADDITIONAL REMARKS SCHEDULE**

Page 3 of 3

<b>AGENCY</b> Willis Towers Watson Southeast, Inc.		<b>NAMED INSURED</b> ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: WCU C50677254      EFF DATE: 11/01/2022      EXP DATE: 11/01/2023

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	\$1,000,000
WC-Statutory/CA-\$1M SIR	EL Disease-Pol Limit	\$1,000,000
OH, WA, OR, IL, MI - \$500K SIR	EL Disease-Each Empl	\$1,000,000

**ADDITIONAL REMARKS:**

ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C50677254

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380  
 POLICY NUMBER: 080768613      EFF DATE: 05/01/2022      EXP DATE: 05/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property Coverage	Per Policy	\$5,000,000

**ADDITIONAL REMARKS:**

All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: ISA H10691825      EFF DATE: 11/01/2022      EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit	\$2,000,000

**ADDITIONAL REMARKS:**

Automobile Liability includes Excess Garage Keepers Liability.

### ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured ABM Industries Incorporated			Endorsement Number 3
Policy Symbol ISA	Policy Number H10691825	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
1. You.
  2. Any of your “employees” or agents.
  3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative

## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol ISA	Policy Number H10691825	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

#### BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM AUTO DEALERS COVERAGE FORM

#### Schedule

#### Organization

#### Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

---

Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured <b>ABM Industries Incorporated</b>			Endorsement Number <b>1</b>
Policy Symbol <b>ISA</b>	Policy Number <b>H10691825</b>	Policy Period <b>11/01/2022 TO 11/01/2023</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

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

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

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

#### SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

---

Authorized Representative

## BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 26
Policy Symbol XSL	Policy Number G47300198	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

### **EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract executed prior to loss, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing or completed operations.

## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 8
Policy Symbol XSL	Policy Number G47300198	Policy Period 11/01/2022 to 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### Schedule

#### Organization

#### Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

---

Authorized Representative

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Named Insured ABM Industries Incorporated			Endorsement Number 5
Policy Symbol XSL	Policy Number G47300198	Policy Period 11/01/2022 to 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY****SCHEDULE**

**Name of Person or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

\_\_\_\_\_  
Authorized Representative

**OTHER INSURANCE AMENDMENT  
(PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT)**

Named Insured ABM Industries Incorporated			Endorsement Number 016
Policy Symbol XEU	Policy Number G27910865 008	Policy Period 11/01/2022 to 11/01/2023	Effective Date of Endorsement 11/01/2022
Issued By (Name of Insurance Company) ACE Property & Casualty Insurance Company			

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

**This endorsement modifies insurance provided under the following:  
ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY**

The policy is amended as follows:

1. Section **VI. CONDITIONS**, “**Other Insurance**” is amended to add the following:

If, prior to an “occurrence”, you have specifically agreed in a written contract that this insurance must be primary and non-contributory with “other insurance” issued to a person or organization, then this insurance shall be primary with respect to such “occurrence” and shall not contribute with such “other insurance”.

With respect to such an “occurrence”, this insurance will only apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of your operations or premises owned by, managed by or rented to you.

However, the insurance provided will not exceed the lesser of:

- a. The coverage’s and/or Limits of Insurance of this policy; or
- b. The coverage’s and/or Limits of Insurance required by said agreement.

With respect to any contract or agreement you enter into which requires another party to furnish insurance to an “insured”, this policy shall be excess of and not contribute with any such insurance available to the other party.

2. Notwithstanding anything to the contrary:
  - a. This insurance does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf; and
  - b. This endorsement shall not apply to any coverage for which applicable “underlying insurance” does not also provide coverage to such person or organization on a primary and non-contributory basis.

All other terms and conditions of the policy remain unchanged.

\_\_\_\_\_  
Authorized Representative



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

Named Insured ABM Industries Incorporated			Endorsement Number 036
Policy Symbol XEU	Policy Number G27910865 008	Policy Period 11/01/2022 to 11/01/2023	Effective Date of Endorsement 11/01/2022
Issued By (Name of Insurance Company) ACE Property & Casualty Insurance Company			

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

**This endorsement modifies insurance provided under the following:**

**ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY**

The policy is amended as follows:

Section **VI. CONDITIONS, Transfer of Rights of Recovery Against Others to Us** is amended to add the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule below.

**SCHEDULE**

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

All other terms and conditions remain unchanged.

\_\_\_\_\_  
Authorized Representative

## RECOVERY FROM OTHERS

Named Insured <b>ABM Industries Incorporated</b>			Endorsement Number <b>2</b>
Policy Symbol <b>WCU</b>	Policy Number <b>C50677254</b>	Policy Period <b>11/01/2022 to 11/01/2023</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

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

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

**This endorsement modifies insurance provided under the following:**

#### Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

#### SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

---

Authorized Representative

### Workers' Compensation and Employers' Liability Policy

Named Insured <b>ABM INDUSTRIES INCORPORATED</b> <b>ONE LIBERTY PLAZA, 7TH FLOOR</b> <b>NEW YORK NY 10006</b>	Endorsement Number
	Policy Number Symbol: <del>WLE</del> Number: <b>C50677370</b>
Policy Period <b>11-01-2022</b> TO <b>11-01-2023</b>	Effective Date of Endorsement <b>11-01-2022</b>
Issued By (Name of Insurance Company) <b>INDEMNITY INS. CO. OF NORTH AMERICA</b>	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### Schedule

**ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.**

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative



License Information:

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**Entity name:** ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY

**Business name:** ABM INDUSTRIES GROUP LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 604-075-772

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 112 N ALTAMONT ST  
SPOKANE WA 99202-3804

**Mailing address:** 112 N ALTAMONT ST  
SPOKANE WA 99202-3804

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Airway Heights General Business - Non-Resident</a>	12995			Active	Jan-31-2024	Jan-18-2019
<a href="#">Cheney General Business - Non-Resident</a>	BUS2017-031			Active	Jan-31-2024	Feb-14-2019
<a href="#">Colville General Business - Non-Resident</a>	000730.0			Active	Jan-31-2024	May-30-2017
<a href="#">Deer Park General Business - Non-Resident</a>				Active	Jan-31-2024	Apr-12-2017
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	Jan-31-2024	Apr-12-2017
<a href="#">Ritzville General Business - Non-Resident</a>				Active	Jan-31-2024	Jul-01-2019
<a href="#">Spokane General Business</a>				Active	Jan-31-2024	Apr-12-2017
<a href="#">Spokane Valley General Business - Non-Resident</a>				Active	Jan-31-2024	Apr-12-2017

Governing People May include governing people not registered with Secretary of State



**Governing people****Title**

ABM INDUSTRIES INCORPORATED

**Registered Trade Names**

Registered trade names	Status	First issued
ABM	Active	Apr-17-2017
ABM EDUCATION	Active	Feb-08-2017
ABM FACILITY SERVICES	Active	Feb-08-2017
ABM HEALTHCARE	Active	Feb-08-2017
ABM HIGH TECH	Active	Feb-08-2017
ABM INDUSTRIES GROUP LLC	Active	Sep-18-2018
ABM JANITORIAL SERVICES - SOUTHEAST	Active	Feb-08-2017
ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY	Active	Apr-17-2017
ABM PARKING SERVICES	Active	Feb-08-2017
DIVERSCO	Active	Feb-08-2017
HEALTHCARE PARKING SYSTEMS OF AMERICA	Active	Feb-08-2017

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The Business Lookup information is updated nightly. Search date and time: 4/27/2023 12:56:25 PM

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# Agenda Sheet for City Council Meeting of: 06/12/2023

<b>Date Rec'd</b>	5/11/2023
<b>Clerk's File #</b>	ORD C36393
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	KIM MCCOLLIM 625-6443
<b>Contact E-Mail</b>	KMCCOLLIM@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	1680-CHHS- SBO TRAC OPERATING BUDGET REQUEST

## **Agenda Wording**

Approve SBO to authorize the use of an additional \$3.9 million in REET 1 funding to support the increased operating costs of TRAC for 2023.

## **Summary (Background)**

The Trent Resource and Assistance Center (TRAC) operating costs for 2023 exceed the amount approved by the City Council for homelessness services by nearly \$3.9 million due to the increased number of shelter residents taken in from Camp Hope and recognition of necessary service changes. Please refer to memo package sent to City Council members on March 30, 2023.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense	\$ \$3,900,000	# 1615-48400-97XXX-80101
Revenue	\$ \$3,900,000	# 1700-95589-99999-39718
Expense	\$ \$3,900,000	# 1700-95589-65410-54201
Select	\$	#

## **Approvals**

<b><u>Dept Head</u></b>	CERECEDES, JENNIFER	<b><u>Study Session\Other</u></b>	Public Safety 5-1-2023
<b><u>Division Director</u></b>	MCCOLLIM, KIMBERLEY	<b><u>Council Sponsor</u></b>	Beggs, Kinnear
<b><u>Finance</u></b>	MURRAY, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	PERKINS, JOHNNIE		

## **Additional Approvals**

<b><u>Purchasing</u></b>		
<b><u>MANAGEMENT &amp; BUDGET</u></b>	STRATTON, JESSICA	

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Kimberley McCollim/Eric Finch
<b>Contact Email &amp; Phone</b>	Kmccollim@spokanecity.org/efinch@spokanecity.org
<b>Council Sponsor(s)</b>	Council Member Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	TRAC Operating Budget Request
<b>Summary (Background)</b>	The Trent Resource and Assistance Center (TRAC) operating costs for 2023 exceed the amount approved by the City Council for homelessness services by nearly \$3.9 million due to the increased number of shelter residents taken in from Camp Hope and recognition of necessary service changes. <i>Please refer to memo package sent to City Council members on March 30, 2023.</i>
<b>Proposed Council Action</b>	Approve SBO to authorize the use of an additional \$3.9 million in REET 1 funding to support the increased operating costs of TRAC for 2023.
<b>Fiscal Impact</b> Total Cost: <u>Up to \$3.9 million for 2023</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Per RCW 82.46.010, the City may utilize 35% of available REET 1 funding for operation of shelter units through December 2023. To continue with approved capital projects already budgeted from REET 1, this funding would come from the projected \$4.2 million of fund balance in the REET 1 Fund.  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) The use of REET to support shelter operations is allowable for 2023. The strategy of using REET in 2023 allows for ARPA funding not under contract to be used to continue supporting these efforts in 2024 while the City proceeds to invest in a regional authority, affordable housing, and mental health efforts to prevent homelessness.	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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



ORDINANCE NO C36393

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Real Estate Excise Tax Fund & the Miscellaneous Community Development Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Real Estate Excise Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$3,900,000.
- A) Of the increased appropriation, \$3,900,000 is provided solely as an operating transfer-out to the Miscellaneous Community Development Grants Fund.

Section 2. That in the budget of the Miscellaneous Community Development Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$3,900,000.
- A) Of the increased revenue, \$3,900,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.
- 2) Increase appropriation by \$3,900,000.
- A) Of the increased appropriation, \$3,900,000 is provided solely for operational expenditures at TRAC.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase funding to support operations at TRAC, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/31/2023

**Clerk's File #**

ORD C36394

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**MARY X6712  
MURAMATSU**Project #****Contact E-Mail**

MMURAMATSU@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Emergency Ordinance

**Requisition #****Agenda Item Name**

PARKS NO TRESPASS ORDINANCE

**Agenda Wording**

Proposed amendment to Section 12.06A.040 of the Spokane Municipal Code and repealing Chapter 10.76 of the Spokane Municipal Code to align with State code.

**Summary (Background)**

Due to an increased number of incidents in City Parks during overnight hours when Parks are closed to the public, and often involving large gatherings with drug and alcohol use and violent crimes, this proposed action creates a misdemeanor offense for subjects failing to comply with the postings. Currently, the sanction for violation of park hours is a non-traffic civil infraction.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

BYRD, GIACOBBE

**Study Session\Other**

PSCH 5/1/2023

**Division Director****Council Sponsor**CM's Stratton, Cathcart,  
Bingle**Finance****Distribution List****Legal**

mmuramatsu@spokanecity.org

**For the Mayor**

gbyrd@spokanecity.org

**Additional Approvals**

kstratton@spokanecity.org

**Purchasing**

mcathcart@spokanecity.org

kthomas@spokanecity.org

sblackwell@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	Police Department
<b>Contact Name</b>	Captain Thomas Hendren
<b>Contact Email &amp; Phone</b>	509-625-4049 <a href="mailto:thendren@spokanepolice.org">thendren@spokanepolice.org</a>
<b>Council Sponsor(s)</b>	CM Stratton, CM Bingle, CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: TBD
<b>Agenda Item Name</b>	Amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations, specifically hours of operation.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The police department has observed a significant number of incidents, to include numerous violent crimes, occurring in Spokane City Parks, in the overnight hours, when parks are closed to the public. From January 1<sup>st</sup> of 2021 through March 31<sup>st</sup> of 2023 the police department data reveals the following statistics regarding incidents at the parks during hours of closure: 692 CAD incidents, 79 CAD incidents with a crime involving violence (assault, rape, shootings, etc.), and 29 incidents classified as shootings. The 29 shootings occurred in 22 different city parks. Included in that number, were three shootings involving victims struck by gunfire in 2022. In total, there were 9 victims struck by gunfire, with one fatality. The majority of these incidents occur as a result of gatherings of large groups of people, in the parks after hours, to socialize. Drug and alcohol use is common in these gatherings. These gatherings can and often do escalate to physical fights, felony assaults, and shootings.</p> <p>The current sanction for violation of the park hours is a non-traffic civil infraction. State law does not permit officers to compel a detention for non-traffic civil infractions. Additionally, issuance of an infraction does not remove persons who are unwilling to move on their own, from the parks. Increasing the sanction to a misdemeanor offense allows officers to investigate and, if necessary, compel detentions for this violation, in compliance with current state law. This sanction also allows for custodial arrest, if necessary, to gain compliance with subjects refusing to exit parks during hours of closure.</p> <p>This change is similar to private property owners posting no trespassing signs during specific times to prevent subjects from gathering on said property. That action creates a misdemeanor offense for subjects failing to comply with the postings. Law enforcement is able to use the trespassing offense as a reason for contact and enforcement. SPD has used this process numerous times in the past, at problem locations, to gain compliance from the community and greatly reduce or eliminate the gatherings of people during hours of closure.</p>
<b>Proposed Council Action</b>	Amend the current city code, increasing the sanction to a misdemeanor offense.

**Fiscal Impact**Total Cost: NAApproved in current year budget? ☐ Yes ☐ No ☒ N/AFunding Source ☐ One-time ☐ Recurring

Specify funding source: NA

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 ordinance applies to all members of the public. The current law prohibits subjects from gathering at parks after hours. The sanction, however, is ineffective to act as a deterrent to that behavior and does not give law enforcement the authority necessary to enforce this park rule.

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

The police department already tracks race, gender and age demographics on any arrest. Additionally, the police department already tracks this information on any officer-initiated contact, regardless of any arrest occurring. Additionally, there are numerous avenues for members of the public to register a complaint regarding a law enforcement response. There are significant means available to monitor officer conduct, the most notable is the use of body worn cameras.

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

The police department is continually reviewing crime data and call for service data. SPD Crime Analysis has built a Power BI to track data related to the parks, specifically incidents occurring during hours of closure. The department will judge success based upon the impact to the number and types of incidents occurring in parks during the hours of closure.

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 goal of the police department in achieving this change in the ordinance is to provide law enforcement with the necessary tool to maintain order in city parks and prevent any further loss of life on city owned property.

## **ORDINANCE NO. C36394**

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations, and declaring an emergency.

WHEREAS, there has been a significant increase in after-hour incidents in city parks, which incidents have frequently escalated into altercations, felony assaults, and shootings, and which incidents often involve the unlawful use of drugs; and

WHEREAS, the current punishment for violation of the park hours rules is a non-traffic civil infraction, and pursuant to RCW 7.80.060 a person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a civil infraction; and

WHEREAS, elevating the penalty for unlawful presence in a city park after hours to a misdemeanor allows law enforcement officers to investigate, check for warrants and pat down for weapons, as is constitutionally authorized; and

WHEREAS, the City seeks to enhance the enforcement options for law enforcement personnel with respect to illegal and after-hour activity in city parks; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

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

**Section 1.** That Section 12.06A.040 SMC is amended to read as follows:

### Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

#### A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

#### B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

#### C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

#### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or

animal in any park, except by permission of the director of the parks department or his or her designee.

2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.



3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

#### G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
  - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
  - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

#### I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

#### J. Other Uses of Parks and Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.

3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
  4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
  5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

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

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

**Section 4.** Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## RACIAL EQUITY IMPACT ASSESSMENT

The Racial Equity Impact Assessment assists staff and policymakers working to account for racial equity at the earliest stages of planning a new Project or Policy. Racial disparities manifest both nationally and regionally across all sectors: health and behavioral health, jobs and income, education, and most relevantly here – the criminal justice system.

When studying disparities, it is important to understand the unique experiences Black and Indigenous communities have had since our country's founding (slavery and settler colonialism, respectively). Historical precedents and more recent policies have often resulted in disparate outcomes. While all racial identities have suffered under discriminatory policies and practices, Black and Indigenous populations remain most negatively impacted.

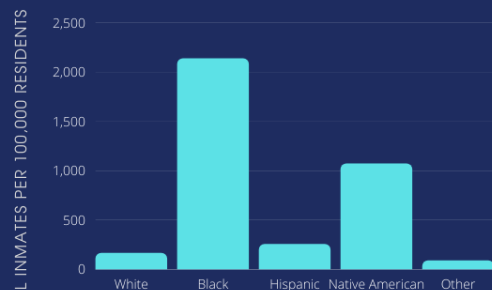
Still, discriminatory policies negatively affect all of us, regardless of race.<sup>1</sup> In 2020, for instance, economists estimated that racial discrimination has cost the United States \$16 trillion in lost GDP over the past two decades<sup>2</sup>

Although this tool focuses on Racial Equity specifically, it contemplates disparities across other identities including immigration status, economic status, gender, and disability. Because disparities across other identities are typically compounded by race, a focus on racial equity at the outset allows policymakers to consider and address a myriad of potential adverse or unintended consequences resulting from new projects or policies.

This tool is not intended or designed to rectify all inequities, but it does provide a necessary first step in tackling local disparities and ensuring a safe, healthy, and vibrant Spokane for all residents.

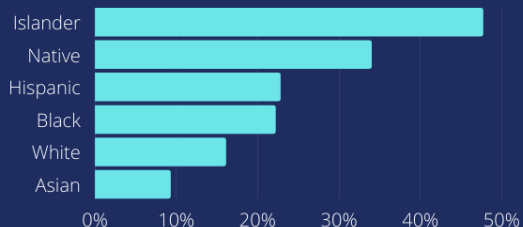
## RACIAL DISPARITIES IN THE U.S.

SPOKANE COUNTY JAIL INCARCERATION RATES BY RACE: 2017<sup>1</sup>

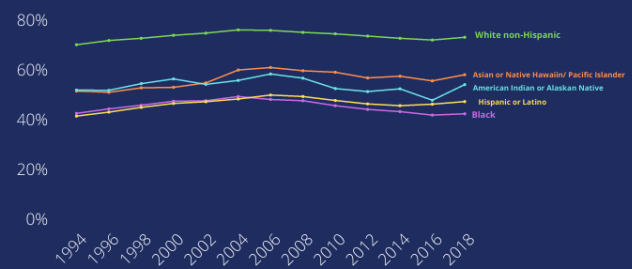


Note: "Hispanic" category is based on ethnicity. "Other" category comprised of Asians, Pacific Islanders, and non-identified individuals.

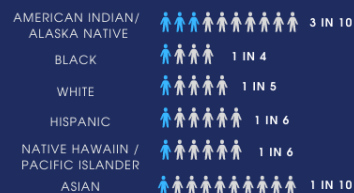
SPOKANE CITY POVERTY RATE BY RACE



U.S. HOMEOWNERSHIP RATE BY RACE



U.S. APPROXIMATE NUMBER OF ADULTS WITH A DISABILITY BY ETHNICITY AND RACE.



<sup>1</sup> JFA Spokane Justice Task Force: <https://www.spokanejustice.org/DocumentCenter/View/27270/JFA-presentation-73119>

<sup>2</sup> US Census: <https://data.census.gov/cedsci/table?id=ACSST5Y2019.S1701&g=1600000U55367000>

<sup>3</sup> USA Facts: <https://usafacts.org/articles/homeownership-rates-by-race/>

<sup>4</sup> CDC: <https://www.cdc.gov/nccd/dd/disabilityandhealth/materials/infographic-disabilities-ethnicity-race.html>

<sup>1</sup> See, e.g., McGhee, Heather. The Sum of Us: What Racism Costs Everyone and How We Can Prosper Together (2021).

<sup>2</sup> Hallett, Stephanie. Racism Has Cost the US Economy \$16 Trillion in The Last 2 Years – And Will Keep Costing the Country Money if Things Don't Change (Oct. 12, 2020), <https://www.businessinsider.com/personal-finance/racism-cost-us-economy-16-trillion-last-20-years-2020-10>.

## Racial Equity Impact Assessment Spokane, Washington

A Racial Equity Impact Assessment can help criminal justice departments, agencies, and other entities apply an equity analysis to current operations, practices, priorities, and decision making — including funding, program development and program design. More specifically, the assessment helps staff and policymakers set equity goals, and identify and correct harmful, unintended consequences before a Project or Policy takes effect.

For example, a policy like New York’s “[Stop-and-Frisk](#)” may be designed to enhance public safety, but once implemented, inadvertently contributed to disparate rates of arrests, jail admissions, and distrust in law enforcement. By prioritizing time to engage in an iterative, goal-oriented and data-driven process, criminal justice leaders can help create a sustainable, fair, efficient, and equitable legal system.

We recommend that a project team or similar working group — composed of system actors and community representatives — address the questions below collaboratively throughout the development, implementation and review stages of the Policy or Project. If you would like additional support, please contact the Office of Law & Justice.

1. Name of Proposed Policy or Project \_\_\_\_\_  
(Ex. Establishing DUI therapeutic court)
2. a. What is the goal of the Policy or Project and/or the challenge you are attempting to address?  
(Ex: Increase diversion opportunities for drug related charges)  
  
b. What current racial and other inequities might this Policy or Project address?
3. Based on the data you have gathered and reviewed how might the Policy or Project impact racial disparities (improve or worsen)? Please review Appendix A for suggested Data metrics.  
All data should be disaggregated by race/ethnicity, gender, and age.

If you do not have access to any relevant metrics, what is your plan to obtain relevant data (this can include data gathered by peer-reviewed sources from community organizations, news and/or academic sources, city departments, and other national, state, or county agencies)?

4. Please identify who may be impacted by the proposed Policy or Project? Please identify direct and indirect impacts.

a. System Actors/Entities

	Direct	Indirect	N/A
Law Enforcement Agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre-Trial Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detention Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Superior Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Prosecutor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Prosecutor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Probation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Probation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Public Defender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Public Defender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Department of Corrections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Juvenile Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

b. Community Members (direct and indirect impacts)

	Direct	Indirect	NA
Age			<input type="checkbox"/>
Gender Identity			<input type="checkbox"/>
Racial Identity			<input type="checkbox"/>
Ethnic Identity			<input type="checkbox"/>
Neighborhoods/Zip Codes			<input type="checkbox"/>
Income			<input type="checkbox"/>
Disability			<input type="checkbox"/>
Other			<input type="checkbox"/>

- c. Service providers and/or community organizations led by and/or supporting impacted communities, especially in areas related to this Policy or Project.

Provider Name or Type	Resources/Services Provided and Potential Impact

5. Are you collaborating with individuals and communities most impacted — particularly Black, Indigenous People of Color — in the Policy or Project planning process? If not, what is your plan to include community members to ensure meaningful input from planning through implementation and performance monitoring? Please use the table below as a helpful guide.

	Community Collaboration Addressed <i>Please describe efforts for each phase.</i>	Community Collaboration Plan <i>Please describe plan and timeline for each phase if efforts have not already been completed.</i>
<b>Planning/Outreach</b> <i>Suggested items to consider: dates of meetings/forums, names of participant and/or organizations, accommodations made for physical access &amp; language access, and how input/participation was included in decisions and next steps, whether participants received compensation.</i>		
<b>Implementation</b> <i>Suggested items to consider: community experts serving on project team, whether community participants receive compensation, meeting location and time, other community-based partnerships.</i>		
<b>Evaluation</b> <i>Suggested items to consider: Community experts serving on the evaluation committee, whether community experts receive compensation, recurring community meetings or forums to share updates and information, other data transparency measures.</i>		

6. What factors outside of the criminal justice system might uniquely impact individuals or communities of color and complicate the equity goals (consider root causes and/or intersecting identities)? Does the proposal address any of these factors? Please check all that apply and brainstorm additional relevant factors:

Factors	Yes	No	Mitigated or Exacerbated by Project/ Policy (describe)
Economic Distress	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Instability	<input type="checkbox"/>	<input type="checkbox"/>	
Behavioral Health Needs	<input type="checkbox"/>	<input type="checkbox"/>	
Education	<input type="checkbox"/>	<input type="checkbox"/>	
Healthcare Access	<input type="checkbox"/>	<input type="checkbox"/>	
Food Access	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation Access	<input type="checkbox"/>	<input type="checkbox"/>	
Language Access	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Technology	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Child Care	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Adverse Childhood Experiences / Trauma Histories	<input type="checkbox"/>	<input type="checkbox"/>	
History of Discrimination	<input type="checkbox"/>	<input type="checkbox"/>	
Lack of Trust	<input type="checkbox"/>	<input type="checkbox"/>	
Cultural Considerations	<input type="checkbox"/>	<input type="checkbox"/>	
Immigration Status	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

7. What legal limitations might complicate this Policy or Project and what is the plan to address them?



8. Based on the answers above, what specific changes need to be made to achieve your racial equity goal and avoid the continuation of racial and other disparities (*Ex. Partnering with and/or investing in groups representing communities most impacted by the proposed initiative.*)

9. What performance measures will you use to evaluate the Policy or Project' s impact following implementation, including the impact on racial and ethnic disparities? Qualitative and quantitative measures are encouraged.

10. What is your timeline for review and ongoing adjustments?

## Appendix A

The data below is a suggested starting point for discussion related to Section V and may not be relevant to your project. You are encouraged to identify and collect additional data points. **All data should be disaggregated by race/ethnicity, gender, and age.** Consider breaking out identities within broad racial categories, if possible. For example, “Asian” can encompass multiple identities, including but not limited to Chinese, Filipino, Vietnamese, Korean, Japanese, Cambodian, etc. Combining these groups can mask disparities across them. It might also be helpful to reach out to community partners as a data source.

- a. Eligible Participants
- b. Exclusion Criteria
- c. Law Enforcement
  - i. Contact Rate
  - ii. Citation Rate
  - iii. Arrest Rate
  - iv. Use of Force Rate
- d. Prosecution
  - i. Charging decision by type
  - ii. Diversion decision by type
  - iii. Therapeutic court referral by type
  - iv. Length of Sentence
- e. Jail data
  - i. Population
  - ii. Length of stay in jail
  - iii. Bail amount by race
  - iv. Charges
  - v. Admissions
  - vi. Release type
- f. Public Defense
  - i. Public defender eligibility
- g. Court Data
  - i. Conviction rate
  - ii. Time to adjudication
  - iii. Sentencing outcomes by type
- h. Probation
  - i. Probation ordered
  - ii. Length of monitoring
  - iii. Violations by type

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	October 5, 2022		
<b>Requester</b>	Jason Conley	<b>Phone number:</b> 625-6211	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040		
<b>Begin/end dates</b>	Begins: 10/13/2022	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Being in a city park after the hours of closure used to be charged as a misdemeanor. With prior changes to the Park Code, this penalty was unwittingly changed to a civil infraction. The City would be in a much better position to regulate violent crime in the city parks if trespass in the parks were once again chargeable as a misdemeanor. This is a tool needed by law enforcement to give them authority to approach people in the park for the purpose of conducting an investigative detention into the trespass. This proposed ordinance would change the penalty back to a misdemeanor if approved by City Council. This request originates with the Spokane Police Department.			
<b>Motion wording:</b> Move to approve a Resolution endorsing the amendment of the Spokane Municipal Code (12.06A.040) to a misdemeanor.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

## Proposed amendment to Park Rules

Changes the park rule violation of being in the park after hours from a minor violation (punishable as a civil infraction) to a criminal trespass punishable as a misdemeanor.

### What is this change necessary?

Public parks have become venues for after-hours shootings and other violent crimes. Three parks in Northwest Spokane (Franklin, Shadle and Dwight Merkel) are in the top ten locations for calls for service over the past 6 months for all locations in Northwest Spokane.

- **Dwight Merkel - 00:30 a.m. Shooting on June 29, 2022 - 1 victim, no fatalities**  
SPD case no. 2022-20110525
- **Dwight Merkel – 23:40 a.m. Shooting on August 1, 2022 – fortunately no victims hit by gunfire**  
SPD case no. 2022-20132855
- **Franklin Park - 3:15 a.m. Shooting on August 27, 2022 - 4 victims, one fatality**  
SPD case no. 2022-20150748
- **Dutch Jake Park 2:53 a.m. Shooting on August 25, 2022 - 4 victims, no fatalities**  
SPD case no. 2022-20149268

Gangs exploit venues they know are secluded and unpatrolled by park security. Closed parks have consequently become a haven for these groups, subjecting the parks to uninterrupted drug activity and gun fights. The threat to public safety cannot be managed under the current regulatory framework.

### How does elevating this to a misdemeanor make a difference?

Violent crime is not deterred by the threat of a fine, but this is not about the penalty. It is about the classification of the offense. The authority to investigate a crime gives law enforcement authority they do not have with an offense that is merely a civil infraction. A misdemeanor is a criminal offense, and that sets in motion the legal tools needed by our law enforcement officers to effectively investigate individuals who pose a threat to public safety. For criminal activity, officers may conduct an investigatory detention when they have a reasonable suspicion that criminal activity is occurring or about to occur. Police need this tool to proactively address suspicious situations and disperse groups involved with gang activity. This could help to prevent shootings and other violent activity from occurring.

### Can't police contact these people now and make them leave?

No. Civil, non-traffic infractions do not give police the authority to detain a person for investigation or to effect a seizure of their person. If a person refuses to leave the park, the police could issue a ticket, but nothing more. If the person refuses to give their name, police could not take further measures to identify that person. They could not check for warrants or determine whether that person is in possession of dangerous weapons. The presence of police to issue that civil infraction would do nothing whatsoever to prevent a shooting from occurring minutes later.

**Okay, but should this really be a crime?**

Many types of premises (both public buildings such as City Hall and private business such as stores) have hours of operation and, when they close, it is a criminal trespass to remain or return. Parks close for the safety of the community. For many years, it was a misdemeanor to be in a City park after hours, but for reasons not altogether clear, that penalty was reduced to a fine. This change has not served the community well. Consequently, violent crime has had an opportunity to take hold in Spokane's parks during the hours they are supposed to be closed. Reinstating the misdemeanor not only would put public parks on par with other types of premises. It could potentially save lives.

**Wouldn't this criminalize members of the community for harmlessly walking their dogs or jogging late at night?**

No. First, police generally don't receive calls about the person walking their dog or jogging, but they do get calls about suspicious activity and groups that become aggressive. But regardless of what might bring the police to the situation, officers are trained to address low-level misdemeanors at the lowest level of enforcement. This means that they take the opportunity to educate the person and to give that individual the courtesy of a warning before they issue a criminal citation.

## ORDINANCE NO. C \_\_\_\_\_

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

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

**Section 1.** That Section 12.06A.040 SMC is amended to read as follows:

### Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

#### A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

#### B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.

4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

#### C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

#### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.

3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

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2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
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No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

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## J. Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful trespass on City park property and shall be punishable as a misdemeanor.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## **CITY OF SPOKANE PARK BOARD**

### **RESOLUTION**

A resolution declaring an endorsement by the City of Spokane Park Board for the adoption of a revised Spokane Municipal Code (SMC) 12.06A.040.

WHEREAS, SMC 12.06A.040 was last updated July 26, 2021 was found to be incomplete and requiring updating to reflect current park user needs; and,

WHEREAS, SMC 12.06A.040 does not adequately address current challenges and efforts by both Spokane Police Department (SPD) and Parks Recreation Division Park Rangers; and,

WHEREAS, the Park Board is desirous of improving safety and availability park facilities for everyone in the community; and,

WHEREAS, a prior version of the park rules included a misdemeanor penalty for being in a city park after the hours of closure; and

WHEREAS, current park rules have the penalty defined as an infraction which prevents police from conducting an investigative detention; and,

WHEREAS, violent crime increased in city parks in 2022 including multiple shooting during the hours of park closures; and,

WHEREAS, language to SMC 12.06A.040 will be revised, to make a violation of park hours an unlawful trespass on city park property and punishable as a misdemeanor.

-- Now Therefore, BE IT RESOLVED that the Park Board endorses the revisions to SMC 12.06A.040, provided that revisions to 12.06A.040 are adopted by City Council.

ADOPTED BY THE SPOKANE PARK BOARD: October 13, 2022.

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Park Board President



# **SPOKANE POLICE DIVISION**

## **CHIEF OF POLICE**

**CRAIG N. MEIDL**

**- MEMORANDUM -**

**TO:** Spokane City Council and the Equity Subcommittee  
**FROM:** Captain Thomas Hendren  
**DATE:** 4/20/2023  
**RE:** Proposed change to park rules

The Spokane Police Department is respectfully requesting for the Spokane City Council to amend the current Spokane Municipal Code, regarding park rules, to change the sanction for violating the park hours from a civil infraction to a misdemeanor offense. In years past, the sanction for this violation was a misdemeanor. I am unsure of the exact year, but this was changed by city council to a civil infraction. Since that change, it has become much more difficult for officers to maintain order in city parks, after hours.

This request comes after a year of unprecedented violence within Spokane City Parks. During the summer of 2022 there were three different shooting incidents involving victims struck by gunfire, in Spokane City parks. In total there were nine victims struck in the three incidents to include one fatality. All of these incidents occurred when parks were closed to the public under current city code.

The reason SPD requests the change in the sanction for violating park hours is that the current civil infraction is not a sufficient deterrent to prevent groups from gathering at city parks when they are closed. Under RCW 7.80.060 the legislature has outlined the authority of law enforcement related to non-traffic civil infractions. This statute requires for an offender to provide their name, address and date of birth. There, however, is no specific sanction or crime established for any subject who refuses to comply. Rather, the statute states "A person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for the purposes of issuing a civil infraction."

It has been the experience of SPD that many of the subjects engaging in activities at city parks, after hours, are violent and often uncooperative with law enforcement. The data below supports that statement. As such, officers have no authority to address non-compliance when attempting to issue a non-traffic civil infraction. The current state law under RCW 10.120.020 prohibits officers from being able to physically compel a detention to issue a non-traffic civil infraction. Additionally, even if an offender is cooperative and allows for an officer to issue the civil infraction, there is no additional authority to make violators physically leave the location. Violators may receive the infraction but remain in the park, and refuse to leave. Elevating the sanction to a misdemeanor gives law enforcement authority to contact violators and, if necessary, compel a detention. Furthermore, refusal to leave the location can be addressed through a custodial arrest. I will address tactics later on in this document to address members' concerns related to arrests and potential uses of force.





# **SPOKANE POLICE DIVISION**

## **CHIEF OF POLICE**

**CRAIG N. MEIDL**

**- MEMORANDUM -**

I have done a preliminary review of data related to Spokane City Parks. This data was compiled by our crime analysis unit by extracting incidents from our CAD and records system that are listed to have occurred at addresses identified as city parks. This data, however, is incomplete and does not reflect the exact number of incidents that have occurred at city parks. This is due to the manner in which calls can be reported. Often these complaints come in as an intersection location versus a park name or specific park address. Therefore, the data I am going to cover is likely an underrepresentation of the actual number of incidents occurring in Spokane City Parks.

From January 1<sup>st</sup> of 2021 through March 31<sup>st</sup> of 2023, there have been a total of 692 incidents in city parks, after hours, found in our CAD and records system. Of those, 79 incidents recorded in city parks, after park hours, fall under an incident classification that would be considered a crime involving violence. This would include assault, rape, stabbings, shootings, etc. Of those incidents, 29 were specifically classified as "shooting" incidents. Shooting incidents were reported in 22 different city parks over that time frame. These, of course, include the incidents I have mentioned above. The parks with the most shooting incidents were Dwight Merkel and Mission Parks with three shootings each. The following parks each have two shootings reported at their locations in that time frame: Audubon, Dutch Jake, Comstock and Cliff Park. Further there are shootings reported in parks that are located in most of Spokane's neighborhoods.

The incidents from 2022 that resulted in victims being struck and the fatality stemmed from gatherings of individuals at the parks, after hours, to socialize. Similar to the gatherings that led to the shootings, many gatherings often involve alcohol and drugs. The demographics of those attending can be wide ranging. Some of these gatherings include known gang members and gang associates. Other gatherings involve subjects that have no gang affiliation or criminal records.

A review of the demographics of the shooting victims that were actually struck by gunfire from 2022 reveals the following:

1. Franklin Park incident on 08/27/2022, incident number 2022-20150748:
  - a. Pacific Islander male 22 years of age, deceased.
  - b. Pacific Islander male 19 years of age, struck by gunfire.
  - c. Pacific Islander male 19 years of age, struck by gunfire.
  - d. Pacific Islander male 18 years of age, struck by gunfire.
2. Dwight Merkel incident on 6/29/2002, incident number 2022-20110525:
  - a. Black male 16 years of age, struck by gunfire.
3. Dutch Jake incident on 8/25/2022, incident number 2022-20149268:
  - a. Black male 16 years of age, struck by gunfire.
  - b. Black female 19 years of age, struck by gunfire.
  - c. White female 19 years of age, struck by gunfire.
  - d. White female 40 years of age, struck by gunfire.

(Note: The 16-year-old black male shot at both Dwight Merkel and Dutch Jake Park was the same person).





# **SPOKANE POLICE DIVISION**

## **CHIEF OF POLICE**

**CRAIG N. MEIDL**

**- MEMORANDUM -**

I have been asked to submit my request for this change in law to the Equity Subcommittee. I have also been requested to complete a "Racial Equity Impact Assessment." Any estimate of future demographics of those contacted for violating the new ordinance would be a guess at best as we do not have any recent data related to enforcement of park hours by SPD. That being said, the data is clear regarding the observed demographics of the victims of the recent shootings in Spokane City Parks. Future enforcement, however, will be easy to track as our system already has the mechanism to record such data on officer-initiated contacts and arrests made as part of a call for service.

Numerous times in the past, SPD has observed similar gatherings in the late-night hours on private property. In several of those past situations, we observed gatherings result in numerous calls for service and incidents that escalated to violence. To address such locations where the problem persisted, the most common community oriented policing tactic used was to work with the property owner to establish control over the property during the days and times in question. A common approach is to post the location with clear "No Trespassing" and "No Loitering" signage that established the time when the property was not open to the public. Once that was done, SPD would engage in education first to attempt to gain compliance. This often was enough to prevent most people from gathering due to fear of being charged with a misdemeanor. For those individuals that were more defiant, some enforcement would be needed to establish credibility for the "No Trespassing" signage. This tactic has been successful, time and time again, in stopping gatherings at such locations. This is essentially what we are asking to achieve from the city council.

To attempt to minimize potential physical arrests and uses of force associated with enforcement of this ordinance, we plan to do the following. First, we will work with the Parks Department to put out the information on the change in law through media, social media, fliers, etc. Next, we will conduct special emphasis patrols, staffed with multiple officers to attempt to avoid violent confrontations, during the hours in question. The initial patrols will be focused on educating violators on the change in law, informing them of the potential consequences, and then attempting to gain compliance without actual enforcement. In a perfect world, this would be enough to end the gatherings. Our experience has been that a smaller group of people will continue to violate the law until we actually conduct enforcement. The lowest level, and most common method of enforcement will be to issue criminal citations to subjects that refuse to comply with the law. Unfortunately, there may be a smaller number of violators that will remain non-compliant and require us to make a custodial arrest to remove them from the park.

It has been our experience, in similar situations with private property, once the problem individuals are convinced that we will enforce the law and make arrests, they typically do not continue to gather at those locations. If we do start to see gatherings resume, we can often address those situations with less resources and quickly regain compliance.

There was language proposed to allow for this to be a misdemeanor offense only after officers have made contact with the violator and advised them to leave first. If the violator refused to comply, at that time, the violator would be committing a misdemeanor.





# **SPOKANE POLICE DIVISION**

## **CHIEF OF POLICE**

**CRAIG N. MEIDL**

**- MEMORANDUM -**

The problem with that approach is that our problem offenders will know the law as well as any of our officers. They will know that it requires an officer to contact them and order them to leave before they face any potential consequences. As such, many such offenders will continue to gather and only leave once contacted by law enforcement. This will require constant patrol emphasis on the problem locations. It will also require a significant number of officers to safely enforce this ordinance as the groups that gather can be very large and as already mentioned, armed and dangerous. Our current staffing would not allow for us to be effective in controlling the parks under that proposed language. In order to be effective, the language originally proposed is what is necessary to establish order in the parks after hours.

**Captain Hendren #482**



## **Response to Making it a Misdemeanor to Be in the Parks After Hours**

### **EQUITY SUBCOMMITTEE MAY 22ND 2023**

The goal of the equity subcommittee in this review is to provide feedback and a process to consider policy and programmatic impacts on historically impacted communities. Recognizing that the proposed policies came toward the proposal's end, there is a lot more retrospective feedback. It is only possible to provide complete feedback with a broader discussion about policing and its impacts on disadvantaged communities.

The Equity Subcommittee received two policy proposals regarding establishing a misdemeanor for violation of park hours.

#### **TWO PROPOSALS: BOTH MAKING IT A MISDEMEANOR TO BE IN THE PARKS AFTER HOURS**

##### **J. Other Uses of Park Property and Facilities**

A violation of this section is an unlawful trespass on City Park property and shall be punishable as a misdemeanor.

And

Any person who refuses a lawful order by an authorized City employee directing them to leave a park during the hours of closure commits unlawful trespass on City Park property, which is punishable as a misdemeanor.

#### **THE PROBLEM THE POLICY CHANGE IS LOOKING TO SOLVE:**

Public parks have become venues for after-hours shootings and other violent crimes. Three parks in Northwest Spokane (Franklin, Shadle, and Dwight Merkel) are in the top ten locations for calls for service over the past six months for all locations in Northwest Spokane. To date, the data received by the equity subcommittee was from SPD in the memo and the Racial Equity Assessment.

Gangs exploit venues they know are secluded and unpatrolled by park security. Closed parks have consequently become a haven for these groups, subjecting the parks to uninterrupted drug activity and gun fights. The threat to public safety cannot be managed under the current regulatory framework.

#### **RECOMMENDATION**

We do not recommend criminalizing as a first response. Even after completing their sentences and being released from prison, residents with a criminal record face tens of thousands of documented legal and financial barriers, in addition to widespread social stigma and other detrimental effects on their health and family outcomes. The concerns highlighted in the presentation of vandalism, drug, and alcohol use, and violence are already crimes. Making it a crime to be in the park after hours appears to be for the convenience of enforcing other crimes. It does not solve any root issue related to individuals being in parks after hours whether due to behavioral health concerns, houselessness or other causes. Parks should absolutely be one of the safest and most accessible areas in the city, and they are provided for by tax dollars from residents, including the ones who use them after hours. We also recommend an



investment to put resources into raising awareness about park best practices, rules, and community engagement instead of criminalizing individuals for using public spaces.

The shared equity assessment was unclear, but in the accompanied memo it appears that suspects and victims of violent crimes were more diverse than the general population. Members from various communities need to be more engaged in identifying a solution. Clearly, this proposed policy would not include any room for nuance - early morning runners, people walking across the park. It also does not consider that anyone houseless sleeping in a park after hours would be arrested for trying to find a public space to sleep. Enforcement could apply differently in various scenarios; there were some mentions of good vs. bad uses of parks during the not allowed hours, with discretion given to responding officers.

SPD and parks are asking to rush the ordinance. The timeline presented did not allow for further community engagement, and there needed to be a collaboration with impacted communities. The subcommittee recommends cooperation between various departments, community organizations, and residents to understand the needs, gaps services and to develop solutions. Stakeholders that could be consulted include organizations working with youth, gang prevention programs, trusted messengers in diverse communities and neighborhood groups, the city council, police department and the parks department. This approach would allow departments to build stronger relationships with various stakeholders in the community.

**SUPPORTS:** The commitment to transparency, consistent monitoring, and reporting of data regarding initiated contacts that are broken down by gender, age, race and ethnicity, along with the results of contacts.

Follow up question: if disparities are showing up what are option of actions that could be considered/implemented? We are specifically asking for the protocol in the police department in examining disparities and taking actions to mitigate them.

#### **IF IT MUST BE IMPLEMENTED**

To implement the communications plan. Have the tools and know-how to communicate with diverse communities and impact. Suppose the communication plan has considered residents' language diversity and access to media outlets and technologies. Community engagement with impacted communities and neighborhoods and recommend getting information to a diverse group of trusted messengers to get the word out.

One part of the implementation plan is to give warning to people occupying the park. How would an in-person warning be given to people with limited English proficiency? Is there a need to provide that in other languages? How is a warning given when the community members do not trust law enforcement to keeping them safe?

If the data collected show a disparate arrest rate with BIPOC communities, how is the department prepared to close disparities? What ongoing efforts is the department taking for bias and equity training? How would that be shared with the communities disproportionately impacted?

#### **ADDITIONAL CONSIDERATIONS:**

What are the budget impacts compared with other mitigation strategies? Parks are looking to save money and not spend it cleaning up vandalism, but we are looking to spend more as a city on policing. We recommend investing more in park programming and education. Specifically in communities living around the park.

Cost of overtime hours worked in addition to the well-being of officers working continuous overtime when there is already a staffing shortage within the department. What are the impacts of overworked officers in the community?

How much money was allocated to programs developed to support young adults and youth?



## Spokane Park Board

3:30 p.m. Thursday, Oct. 13, 2022  
In-person in Council Chambers, City Hall, and  
virtually via WebEx

### Park Board members

X Jennifer Ogden – President  
X Bob Anderson – Vice President  
X Jason Conley – Acting Secretary  
Nick Sumner  
X Greta Gilman  
X Sally Lodato  
X Gerry Sperling  
X Barb Richey  
X Hannah Kitz (3:57)  
X Kevin Brownlee  
X Christina VerHeul  
X Jonathan Bingle – City Council liaison (exits,  
4:48)

### Parks staff

Jason Conley  
Fianna Dickson  
Nick Hamad  
Al Vorderbrueggen  
Jennifer Papich  
Mark Poirier  
Jonathan Moog  
Berry Ellison  
Karin Cook  
Kris Behr  
Sarah Deatrich  
Katie Kosanke  
Jeff Perry  
Lars Erpenbach  
Steve Nittolo

### Guests

Mary Gilmore  
Sam Chase  
Michelle Welch  
Kelly Brown

## MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Jennifer Ogden  
See above
2. **Additions or deletions to the agenda**
  - A. Remove consent agenda item #6 – Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) – for discrepancy between cost presented to the committee and final invoice
3. **Public comment**
  - A. Sam Mace (East Central neighborhood, next to Underhill Park): Sam Mace requested to withhold endorsing dog park guidelines. Sam stated parking issues, public safety issues, and impacts on neighbors need to be addressed.
  - B. Michelle Welch: Michelle put out a petition asking the public how they felt the dog park process has been followed according to the guidelines. She has received 133 signatures of people who feel the guidelines have not been met. Jennifer Ogden asked of specific concerns and feedback and asked Michelle to email concerns and feedback to her directly.
  - C. Kelly Brown, speaking on behalf 100+ member female running group Spokane Swifts: Kelly states that the group strongly supports amending Spokane Municipal Code (SMC) 12.06A.040 to reinstate misdemeanor charges for use City parks after hours. They feel safety is a concern and the amendment will enhance safety in the parks.
4. **Consent agenda**
  - A. Administrative and committee-level items
    - 1) [Sept. 8, 2022, regular Park Board meeting minutes](#)

- 2) Claims – September 2022
- 3) Fisher Construction Group, Inc. Construction Change Order #2 / Downriver Golf Course Roof Renovation (\$47,131.37+tax) – Nick Hamad
- 4) Liberty Library ADA book drop location – Berry Ellison
- 5) Garco change order #2 / Don Kardong Bridge construction for \$31,639.00 – Berry Ellison  
(Formerly #6 – deleted from agenda)–~~Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) – Nick Hamad~~
- 6) Spokane Arts Consulting /Riverfront Park Signature Art Piece Amendment #3 (\$2,757.70 tax inclusive) AND Contract Extension – Berry Ellison
- 7) SBO to appropriate \$300,000 to the Golf Fund from unencumbered fund balance for 1). Construction cost increases in the capital program; 2). Inflationary increases in operating accounts particularly fuel, fertilizers and other petroleum based products; and 3). Repairs and maintenance. – Jason Conley

**Motion No. 1:** Jennifer Ogden moved to approve consent agenda items #1 - #7 as presented  
Bob Anderson seconded  
Motion passed with unanimous consent (9-0)

5. **Special guests**

- A. **Daughters of the American Revolution Conservation Award** – Mary Gilmore, past regent
- 1) Mary Gilmore, past regent of the Daughters of the American Revolution presented the national DAR conservation award to Spokane's Urban Forestry division for conservation efforts over past 24 years.

*(Hannah Kitz arrives at 3:57)*

6. **Financial report and budget update** – Jason Conley presented the September financial report and budget update in Mark Buening's absence. The September operating expenditures for the Park Fund are approximately \$4.4 million more than the historic budget average. Year-to-date revenues are almost \$2.6 million above the budget average. Revenues are exceeding expenditures almost \$239,000. The September operating expenditures for the Golf Fund are almost \$405,000 more than the budget average. Year-to-date revenues are exceeding the budget average about \$190,000. Revenues are exceeding expenditures about \$1.8 million year-to-date. There is approximately \$29,000 remaining of the \$68.4 million Riverfront Park redevelopment budget.

7. **Special discussion/action items**

- A. **Q3 2022 Communication & Marketing update:** No presentation, update included in agenda packet.

8. **Committee reports:**

**Urban Forestry Tree Committee:** October 4, 2022, Kevin Brownlee

- A. Action items: None – Canceled
- B. The next regularly scheduled meeting is 4:15 p.m. Nov. 1, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

**Golf Committee:** October 11, 2022, Gerry Sperling

- A. One of two action items was presented on the consent agenda.
- B. **2023 Golf fee increases** – Mark Poirier
  - 1) Mark Poirier presented the proposed golf rate increases. A \$1.00 fee increase is recommended across all daily greens fee options. There will be no increase in sunset

rate, daily private cart rate, annual private cart rate, 10 play pass, or the junior rate. There will also be no change for the Players and Loyalty passes, however, the Unlimited Pass will increase by \$100 for 2023. This fee increase is needed to combat unforeseen inflation costs to the golf fund.

**Motion No. 2:** Gerry Sperling moved to approve the 2023 golf fee increase as stated and presented by Mark Poirier

Councilman Bingle seconded

Motion passed with unanimous consent. (10-0)

- C. Gerry Sperling states golf courses are in excellent condition. She extends thanks to Urban Forestry for continual assistance with removing and trimming trees. Downriver sprinkler system completed. Qualchan is in excellent condition with the parking lot re-sealed, and the clubhouse repainted.
- D. The next scheduled meeting is 8 a.m. Nov. 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

**Land Committee:** October 5, 2022, Greta Gilman

- A. Three of five action items were presented on the consent agenda.
- B. [Resolution adopting Citywide dog park site selection, design, and operations guidelines study \(no cost\)](#) – Nick Hamad
  - 1) Nick presented the draft dog park guidelines resulting from the efforts of a technical consultant and the project advisory committee (PAC) formed in March 2022. Dog parks is one of the fastest growing amenities nationwide, which is not being served in this community, as identified in the recent Parks Master Plan. In summary, Spokane provides one dog park per 115,000 people. The PAC recommends Spokane provide 1 dog park per every 25,000 people, resulting in a total three to nine facilities each consisting of one to seven-plus acres, or at least one regional (7+ acre) dog park facility per city council district Citywide. In addition to recommending dog park levels of service, this document establishes site selection guidelines, design guidelines and operations & maintenance guidelines for future public dog parks. The document also applies the site selection guidelines to evaluate all city owned lands (including parks division and non-parks division land) for suitability to develop future dog parks.
  - 2) By adopting this plan, Parks is meeting a priority from the citywide park master plan and fulfilling a portion of City's responsibilities outlined in the the Spokane Public Schools memorandum of understanding (OPR2022-0137) which requires a citywide dog park study be completed prior to end of October 2022. However, this study does not determine the exact location of an official South Hill dog park. The site selection of the official South Hill dog park will be a separate action, possibly as soon as the October 24 special Park Board meeting.
  - 3) In response to Greta Gilman's concern Nick explained that the development of an official South Hill dog park is being funded by Spokane Public Schools, which is why dog parks in District 2 are being studied for the first development of a dog park after completion of the citywide study. The loss of an unofficial south hill dog park and the need to select a site for an official South Hill dog park, along with Citywide Park master plan recommendations for adding dog parks is what sparked the study. Despite the funding for an official South Hill dog park, the results of this citywide study were deliberately shown for every district, as the Park Master Plan has already determined the need for dog parks is Citywide, not just in District 2. Two public meetings have already been held regarding the potential sites for an officiation south hill dog park, and

two additional public open house meetings will be held to solicit additional public feedback to assist the Park Board in determining the location for an official South Hill dog park location. Should it be determined that additional feedback is needed, this action item may be pushed to the regular November 10 Park Board meeting.

**Motion No. 3:** Greta Gilman moved to approve the resolution adopting Citywide site selection, design, and operations guidelines, keeping in mind that this is not the final site selection, and that the guidelines require additional public input per site selection.

Councilman Bingle seconded

Motion passed with unanimous consent. (10-0)

*(Councilman Bingle exits at 4:48)*

C. [Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code \(SMC\) 12.06A.040](#) – Jason Conley

- 1) Jason explained that in response to the numerous violent crimes in park settings recently, the Spokane Police Department asks that the Park Board endorse their recommended amendment to the current Park rules. Under section J.4, language would be added allowing police more authority to detain and remove suspicious individuals, rendering trespassing as unlawful and punishable as a misdemeanor. This section had previously resulted in a misdemeanor but had been downgraded to an infraction, or ticketed offense. Although the police will not be able to patrol every park 24/7, they are able to focus on the known hot spots throughout the Parks system. They will also be able to close gates to the Parks after hours when Parks staff is unavailable.
- 2) Gerry Sperling, Bob Anderson, and Jennifer Ogden support the resolution, citing the need to address violence in our parks and the safety of the public.
- 3) Christina VerHeul expressed concern over the significant legal difference between an infraction and a misdemeanor and the possible legal implications which may affect someone's ability to gain employment. Hannah Kitz relayed that misdemeanors are often expunged in court before the charge is made against someone and goes on the record.

**Motion No. 4:** Greta Gilman moved to approve the resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040.

Gerry Sperling seconded

Motion passed. (8-1)

D. The next scheduled meeting is 3:30 p.m. Nov. 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

**Recreation Committee:** October 5, 2022, Sally Lodato

A. Action items: None - Canceled

B. The next scheduled meeting is 5:15 p.m. Nov. 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

**Riverfront Park Committee:** October 10, 2022, Nick Sumner



- A. One of two action items was presented on the consent agenda.
- B. **2023 Riverfront Spokane fees and charges** – Jonathan Moog
  - 1) Mr. Moog reported the cost of labor and materials has increased significantly due to inflation, negotiated bargaining unit contracts, and a competitive labor market. The overall wages as compared between the 2023 proposed budget to the 2022 adopted budget has increased by 17.5% amounting to \$391,773. The proposed pricing adjustment for attractions would recover approximately \$215,000. Event venues pricing changes occurred in three categories 1) recover the direct cost of maintenance and sales; 2) services changes; 3) changing rental areas into different park zones. Mr. Moog highlighted specific pricing changes and noted the goal is to maintain affordability while ensuring attractions recover their costs. A 15% discount for private, non-profit events will be implemented.

**Motion No. 5:** Jennifer Ogden moved to approve the 2023 Riverfront Spokane fees and changes as presented.

Gerry Sperling seconded

Motion passed with unanimous consent. (9-0)

- C. Berry Ellison gave a presentation outlining the progress and installation of the Seeking Place sculpture by artist Sarah Thompson-Moore. He noted the contractor (Terra Bella) has completed work and has left the site. Ribbon cutting is schedule for October 18 at 5:30 p.m.
- D. The next scheduled meeting is 4 p.m. Nov. 7, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

**Finance Committee:** October 11, 2022, Bob Anderson

- A. Action items: The action item was presented on the consent agenda.
  - 1) Bob Anderson recapped Garrett Jones' 2023 budget update which was highlighted by change in the Risk Fund deficit payback. Garrett and City staff were able to switch from a single transfer in 2023 to a 5-year plan which helps reduce the plan 2023 budget deficit from over \$800,000 to about \$165,000.
- B. The next regularly scheduled meeting is 3 p.m. Nov. 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

**Development & Volunteer Committee:** Sept. 21, 2022 – Bob Anderson

- A. Action items: None
  - 1) Bob Anderson recapped Garrett Jones' and Rick Romero's EXPO+50 update. Garrett recapped a meeting of the marketing team, which was hosted by Greater Spokane, Inc., and Visit Spokane. The next meeting will focus on themes and event beginning and ending timeframe.
  - 2) Former Expo '74 planners have provided input for the 2024 celebration and stressed the need for a full-time employee to coordinate the event activities.
  - 3) Gonzaga students from the business and environmental sciences programs will assist with plans for activating the Spokane River.
- B. The October 19 meeting is canceled. The next regularly scheduled meeting is 3 p.m. Nov. 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

## 9. **Reports**

- A. President: Jennifer Ogden – Jennifer gave a reminder of the October 24 special Park Board meeting

B. Liaisons

1. Conservation Futures – Nick Sumner – no report given
2. Parks Foundation – Barb Richey – The Park Foundation did not meet, and the fund balance is in your packet.
3. City Council – Jonathan Bingle – no report given

C. Acting Director – Jason Conley

- 1) Merkel turf repair project is ahead of schedule.
- 2) Fall recreation programs are having amazing attendance

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 5:33 p.m.

13. **Meeting dates**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. November 1, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. November 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. November 2, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. November 7, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. November 8, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. November 8, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. November 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

B. Park Board: 10:00 a.m. October 24, 2022, Council Chambers, lower-level City Hall, and virtually via WebEx

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: *Jason Conley*  
Jason Conley, Acting Director of Parks and Recreation





# Agenda Sheet for City Council Meeting of: 06/12/2023

<b>Date Rec'd</b>	5/31/2023
<b>Clerk's File #</b>	ORD C36395
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS X6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Emergency Ordinance
<b>Agenda Item Name</b>	MUNICIPAL COURT PUBLIC SAFETY ENHANCEMENTS ORDINANCE

## **Agenda Wording**

Amending sections of Title 05A of the SMC relating to Spokane municipal courts to conform with new state legislation regarding public drug use and possession and alternative sentencing dispositions.

## **Summary (Background)**

Title 05A of the SMC, adopted in 2008, established Spokane's municipal courts, outlined the jurisdiction, procedures and other operational issues for the courts. A later ordinance established the therapeutic courts. With the recent push to provide for alternative sentencing options for defendants charged with violation of drug use and possession laws, it is necessary to expand on the provisions establishing the municipal court to ensure they are consistent with alternatives for sentencing

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	BYRD, GIACOBBE	<b>Study Session\Other</b> PSCH 6/5/2023
<b>Division Director</b>		<b>Council Sponsor</b> Beggs, Kinnear
<b>Finance</b>		<b>Distribution List</b>
<b>Legal</b>		cwright@spokanecity.org
<b>For the Mayor</b>		gbyrd@spokanecity.org
<b>Additional Approvals</b>		
<b>Purchasing</b>		

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	509-625-6210 / cwright@spokanecity.org
<b>Council Sponsor(s)</b>	CP Beggs, CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion             Time Requested: TBD
<b>Agenda Item Name</b>	Amending sections of Title 05A of the SMC relating to Spokane municipal courts
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Title 05A of the SMC, adopted in 2008, established Spokane's municipal courts, outlined the jurisdiction, procedures and other operational issues for the courts. A later ordinance in 2019 established the therapeutic courts. With the recent push to provide for alternative sentencing options for defendants charged with violation of drug use and possession laws, it is necessary to expand on the provisions establishing the municipal court to ensure they are consistent with alternatives for sentencing.</p> <p>This ordinance has three major parts. First, it amends SMC 05A.01.010 by adding to the establishment language an additional statement of purpose that the court is to balance providing services to defendants with the need to protect the community from repeated criminal activity.</p> <p>Second, it amends SMC 05A.09.010 relating to transfer of matters within the municipal court to allow the presiding judge to remove a defendant from alternative treatment and sentencing if the court finds the defendant has not complied with court direction for treatment.</p> <p>Third, the ordinance amends SMC 05A.18.020 relating to therapeutic courts with a housekeeping change so that SMC conforms to the current operations of the domestic violence treatment intervention court and authorizing the administration of a Misdemeanor Drug Court to comply with the Legislature's latest response to the <i>Blake</i> response.</p> <p><b>Effective Date.</b> The ordinance takes effect immediately pursuant to an emergency clause given the urgent need to start setting up a drug court before the July 1 effective date of the Legislature's updated drug possession laws.</p>
<b>Proposed Council Action</b>	Ordinance conforming SMC relating to municipal courts
<b>Fiscal Impact</b> Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA	

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?

N/A

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

Data is currently available on the operations, charging dispositions and sentencing outcomes in the municipal courts. This is not changed under ordinance.

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

Data is currently available on the operations, charging dispositions and sentencing outcomes in the municipal courts, and the relative success of participants in treatment programs. This will continue under this ordinance.

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

N/A

## **ORDINANCE NO. C36395**

An ordinance relating to Spokane Municipal Court, and amending Sections 05A.01.010, 05A.09.010, and 05A.18.020 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the City of Spokane is preparing for enforcement of state law regarding public use and possession of illegal drugs and seeks to ensure that the legislature's goal that treatment and rehabilitation for drug users is accomplished; and

WHEREAS, statewide laws relating to the public use and possession of controlled substances have undergone rapid and significant changes including, among other provisions, elevation of some violations of related state and local laws to misdemeanor and gross misdemeanor charges, and encouraging prosecutors to consider diversion and treatment options in lieu of immediate jail sentences; and

WHEREAS, drug courts and other therapeutic courts offer a pathway to recovery that focuses on a treatment model which could ultimately reduce recidivism and rehabilitate individuals; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

WHEREAS, the Municipal Court has an urgent need to quickly establish a Misdemeanor Drug Court in order to manage the new drug possession and public use laws established by the Legislature; and

WHEREAS, the City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

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

**Section 1.** Section 05A.01.010 of the Spokane Municipal Code is amended as follows:

Section 05A.01.010 Court Established Pursuant to Chapter 3.50 RCW

The municipal court of the City of Spokane ("municipal court") is hereby created, and shall have jurisdiction and exercise all powers vested in the municipal court by chapter 3.50 RCW, together with such other powers and jurisdiction generally conferred on such courts in Washington, either by common law or statute. One purpose of the municipal court is to protect community members from criminal recidivism from those charged

with crimes by providing accountability and services to defendants informed by their criminogenic needs, responsivity and threats consistent with due process and overall goals of rehabilitation and crime reduction. The municipal court shall commence operation on January 1, 2009.

**Section 2.** Section 05A.18.020 of the Spokane Municipal Code is amended as follows:

Section 05A.18.020 Therapeutic Courts Established

1. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Community Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the community court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

2. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Veterans Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the Veterans Court Core Team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

3. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a DUI Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the DUI Court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Washington Traffic Safety Commission.

4. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Domestic Violence Intervention Treatment Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the DVIT Team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

5. Pursuant to, and as authorized by, RCW 2.30.030, the Municipal Court is authorized to administer a Misdemeanor Drug Court, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the Misdemeanor Drug Court Core Team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

**Section 3.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 5.** Emergency Clause. The City Council declares that an urgency and emergency exists and this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/31/2023

**Clerk's File #**

ORD C36396

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

BREEAN BEGGS X6254

**Project #****Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Emergency Ordinance

**Requisition #****Agenda Item Name**

0320 - PROTECTION OF OPEN SPACES ORDINANCE

**Agenda Wording**

An ordinance relating to the regulation of illegal activities in public spaces, amending 12.06A.040 of the Spokane Municipal Code, and repealing Chapter 10.76 of the Spokane Municipal Code, and declaring an emergency.

**Summary (Background)**

This ordinance arises from an increase in unfavorable after-hour activities in city parks, including incidents of crime, violence, and drug use. Both versions raise the penalty for violation of park hours from a civil infraction to a misdemeanor.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

BYRD, GIACOBBE

**Study Session\Other**

PSCH 6/5/2023

**Division Director****Council Sponsor**

Beggs, Zappone

**Finance****Distribution List****Legal**

cwright@spokanecity.org

**For the Mayor**

gbyrd@spokanecity.org

**Additional Approvals****Purchasing**

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	509-625-6210 / cwright@spokanecity.org
<b>Council Sponsor(s)</b>	CP Beggs, _____
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested: TBD
<b>Agenda Item Name</b>	Amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and drug use in city parks
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This ordinance is an alternative to the draft sponsored by council members Stratton and Cathcart. Both versions are prompted by an increase in unfavorable after-hour activities in city parks, including incidents of crime, violence, and drug use. Both versions raise the penalty for violation of park hours from a civil infraction to a misdemeanor. Like the Stratton/Cathcart version, this version amends SMC 12.06A relating to park rules, but otherwise differs in three significant respects:</p> <p><b>Trespass.</b> First, in the Stratton/Cathcart version, mere presence in a city park after hours constitutes criminal trespass, a misdemeanor. In this version, criminal trespass arises only when an individual disobeys an order to leave a city park issued by police or park personnel:</p> <p style="padding-left: 40px;">“Any person who refuses a lawful order by an authorized City employee directing them to leave a City park during the hours of closure or is found in a park during the hours of closure within thirty days of receiving a lawful order to leave commits unlawful trespass on City park property, which is punishable as a misdemeanor.”</p> <p><b>Drug Use in Parks.</b> Second, this version deletes the current specific provisions in 12.06A.040.J relating drug and alcohol use in city parks and adds establishes a general prohibition based on state laws relating to public use and possession of illegal drug, which are made expressly applicable to city parks. It includes an additional penalty of exclusion from city parks for up to a year (which is already part of the park rules).</p> <p><b>Repeal SMC Blake Fix.</b> Finally, this ordinance repeals the recently enacted SMC 10.76 which was the local fix to the <i>Blake</i> issue.</p> <p><b>Effective Date.</b> The trespass section has an emergency clause tied to it, and would go into effect immediately with 5 affirmative votes. The emergency clause would go into effect immediately as to the park rule provisions. Likewise, the emergency clause would apply to the repeal of SMC 10.76 as well, but the repeal would be “suspended” until July 1, 2023 to prevent repeal of the local laws before the effective date of state law.</p>



<b>Proposed Council Action</b>	Amend the current city code, increasing the sanction to a misdemeanor offense, amending park rules to conform to state open drug use laws, repealing SMC 10.76 (Blake Fix).
<b>Fiscal Impact</b> Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  This ordinance applies to all members of the public. The current law prohibits subjects from gathering at parks after hours and increases the penalty to a misdemeanor. There is a danger the increased classification might be enforced unevenly on people of color and marginalized members of the community.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  The police department tracks race, gender, and age demographics on any arrest. Additionally, the police department already tracks this information on any officer-initiated contact, regardless of any arrest occurring. There are significant means available to monitor officer conduct, the most notable is the use of body worn cameras. It will be important to follow up with SPD to evaluate how the new ordinance, as applied, impacts people of color and marginalized communities.	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  It is hoped that after-hours, nefarious conduct in city parks will drop significantly with this ordinance. The department, parks and city council can judge success based upon the impact to the number and types of incidents occurring in parks during the hours of closure.	
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 goal of the police department in achieving a change in the ordinance is to provide law enforcement with the necessary tool to maintain order in city parks and prevent any further loss of life on city owned property. The changes in this ordinance also revises SMC to conform with state law on public use and possession of drugs.	

## **ORDINANCE NO. C36396**

An ordinance relating to the regulation of illegal activities in public spaces, amending 12.06A.040 of the Spokane Municipal Code, and repealing Chapter 10.76 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, there has been a significant increase in after-hour incidents in city parks, which incidents have frequently escalated into altercations, felony assaults, and shootings, and which incidents often involve the unlawful use of drugs; and

WHEREAS, the current punishment for violation of the park hours rules is a non-traffic civil infraction, and state law does not permit officers to compel a detention for non-traffic civil infractions; and

WHEREAS, increasing the increasing the punishment for unlawful presence in a city park after hours to a misdemeanor offense allows law enforcement officers to investigate and, if necessary, compel detentions for this violation, in compliance with current state law; and

WHEREAS, requiring law enforcement or park personnel to order persons unlawfully present in a city park before citing such persons for trespassing prevents pretextual and uneven enforcement of park rules against persons not otherwise engaged in violent or dangerous behavior in a city park; and

WHEREAS, current state illicit drug possession laws that expire on June 30, 2023 set penalties as a misdemeanor and preempt the City's authority to impose a more severe penalty until that time; and

WHEREAS, seeking to close any gaps in current public use of illicit drug laws and establish enforcement from July 1, 2023 onwards with a penalty of gross misdemeanor unless and until the Washington State Legislature state enacted statewide drug possession laws, the city council adopted Ordinance C36386 on May 8, 2023, which established a new title 10.76 in the Spokane Municipal Code regulating the use and possession of illicit drugs in public places in the City of Spokane; and

WHEREAS, on May 16, 2023 the Washington State Legislature adopted SB 5536, a comprehensive bill that, among other provisions, revised state law with respect to possession and public use of illegal drugs, and preempting local law with respect to drug paraphernalia, and which becomes effective on July 1, 2023; and

WHEREAS, upon the effective date of SB 5536, the City's newly adopted ordinance C36386 will be inconsistent with state law relating to the public use and possession of illicit drugs; and

WHEREAS, related park rules concerning possession and use of drugs and alcohol likewise will be outdated and inconsistent with state laws relating to use of illegal drugs and substances in public spaces; and

WHEREAS, the City seeks to amend its ordinances regarding public use and possession of illegal drugs, including regulations embedded in park rules, to align with state law; and

WHEREAS, the City also seeks to enhance the enforcement options for law enforcement personnel with respect to illegal and after-hour activity in city parks; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

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

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

**Section 1.** That Section 12.06A.040 SMC is amended to read as follows:

#### Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

##### A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

##### B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of

electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.

2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

#### C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

#### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.

4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

All persons using city parks and park property are held to state law regulations restricting the possession and use of alcohol and cannabis in public places as well as the prohibition on the possession and use of controlled substances, counterfeit substances and legend drugs in public places. Except as specifically authorized by the director of the parks department or his or her designee, these restrictions will be enforced in City parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

- ~~1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.~~
- ~~2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.~~

- ~~3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.~~

#### G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
  - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
  - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

#### I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

#### J. Other Uses of Parks and Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.

3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
  4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
  5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
  6. Any person who refuses a lawful order by an authorized City employee directing them to leave a City park during the hours of closure or is found in a park during the hours of closure within thirty days of receiving a lawful order to leave commits unlawful trespass on City park property, which is punishable as a misdemeanor.
- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

**Section 2.** Chapter 10.76 of the Spokane Municipal Code is hereby repealed effective July 1, 2023.

**Section 3.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 5.** Emergency Clause. The City Council declares that an urgency and emergency exists as to this ordinance such that it is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, Section 1 of this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council. Pursuant to Section 19 of the City Charter, upon the affirmative vote of one more than

a majority of the City Council, Section 2 of this ordinance shall take effect immediately but the repeal of SMC 10.76 shall be suspended until July 1, 2023.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date





# Agenda Sheet for City Council Meeting of: 06/12/2023

<b>Date Rec'd</b>	5/31/2023
<b>Clerk's File #</b>	ORD C36397
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BREEAN BEGGS X6254	<b>Project #</b>	
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Emergency Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 - OFFICE OF POLICE OMBUDSMAN ALIGNMENT WITH CITY CHARTER ORDINANCE		

## **Agenda Wording**

An ordinance relating to Office of Police Ombudsman Commission; amending Section 04.32.030 of the Spokane Municipal Code concerning the Office of Police Ombudsman; and declaring an emergency.

## **Summary (Background)**

The Office of Police Ombudsman (OPO) was created by the citizens of Spokane in 2013 and codified under Section 129 of the Charter. The Charter states the OPO is to independently investigate any matter necessary to fulfill its duties consistent with Washington law and existing collective bargaining agreements.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	BYRD, GIACOBBE	<b>Study Session\Other</b> PSCH 6/5/2023
<b>Division Director</b>		<b>Council Sponsor</b> Beggs, Stratton
<b>Finance</b>		<b>Distribution List</b>
<b>Legal</b>		gbyrd@spokanecity.org
<b>For the Mayor</b>		cwright@spokanecity.org
<b>Additional Approvals</b>		
<b>Purchasing</b>		

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	<a href="mailto:cwright@spokanecity.org">cwright@spokanecity.org</a> / (509) 625-6210
<b>Council Sponsor(s)</b>	Beggs, Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested:
<b>Agenda Item Name</b>	Ordinance Modifying the Authority of the Office of Police Ombudsman
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Office of Police Ombudsman (OPO) was created by the citizens of Spokane in 2013 and codified under Section 129 of the Charter. Section 129 lists several purposes behind the OPO, among them to ensure that investigation of complaints against police officers are fair, objective and thorough, and to provide visible and independent civilian oversight of police officers. The Charter states the OPO is to independently investigate <i>any matter</i> necessary to fulfill its duties consistent with Washington law and existing collective bargaining agreements.</p> <p>This ordinance is prompted in part by the information uncovered by the OPO and set forth in that "Office of the Police Ombudsman Independent Closing Report, C21-070 / OPO 21-33" (the "OPO Report"). The OPO Report identifies, among other allegations, unusual and concerning communications between Spokane Chief of Police Craig Meidl and members of the Spokane business community, as well as unusual release and dissemination of City records (including police records) by the Chief, police personnel and City employees. However, SMC 04.32.030.Q currently does not allow the OPO to investigate the chief of police. That authority is reserved for the Mayor and the Human Resources department. The Mayor has declined to initiate any formal investigation of Chief Meidl.</p> <p>Section 129 of the Charter defines a broad scope of investigation areas for the OPO. In other words, the Charter says nothing about confining the OPO to matters other than the chief of police. This ordinance harmonizes SMC 04.32.030 with Charter Section 129 by eliminating the provision that narrows the otherwise broad scope of investigative areas of the OPO with respect to the chief of police.</p>
<b>Proposed Council Action</b>	Resolution
<b>Fiscal Impact</b> Total Cost: <u>Unknown.</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  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)

None known.

What impacts would the proposal have on historically excluded communities?

The OPO Report identifies a pattern of conduct indicating favoritism in access to city records and communications between the police department and other city employees, on one hand, with affluent business members on the other, which favoritism may be at the expense of marginalized members of the community. Permitting the OPO to investigate any police matter, including those involving the chief of police, will clarify the scope of the OPO and ensure complete oversight of the police, as intended by the Charter provisions.

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

N/A

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

Future OPO investigations and concluding reports will no longer be limited as to matters involving the chief of police.

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 Charter granted the OPO broad powers to investigate virtually any matter involving police conduct. Current SMC limits that broad mandate of the OPO. The proposed ordinance will harmonize the SMC with the Charter provisions regarding the OPO.

## **ORDINANCE NO. C39397**

An ordinance relating to Office of Police Ombudsman Commission; amending Section 04.32.030 of the Spokane Municipal Code concerning the Office of Police Ombudsman; and declaring an emergency.

WHEREAS, in 2013 the citizens of Spokane overwhelmingly approved amendment of the Spokane City Charter to create the Office of Police Ombudsman (OPO) and the Office of Police Ombudsman Commission (Commission); and

WHEREAS, consistent with the Spokane City Charter Section 129 and the will of the citizens of Spokane; commencing in 2014 the Spokane City Council adopted SMC 04.32 to further define the powers, duties, and other aspects of the OPO and the Commission, which ordinances have been amended from time to time, most recently in 2019; and

WHEREAS, pursuant to SMC 04.32.030, the OPO presented initial findings to the Commission regarding certain police conduct related to a complaint initiated on October 29, 2021, by a member of the City Council, and the Commission thereafter directed the OPO to further investigate matters identified in the complaint; and

WHEREAS, on or about December 12, 2022, the OPO published its report and findings in that “Office of the Police Ombudsman Independent Closing Report, C21-070 / OPO 21-33” (the “OPO Report”); and

WHEREAS, the OPO Report identifies, among other allegations, unusual and communications involving the chief of police, as well as unusual release and dissemination of City records (including police records) by the chief of police; and

WHEREAS, under current law, complaints regarding the chief of police must be directed to the mayor and investigated by the city’s human resources department, and are not within the scope of the OPO’s authority; and

WHEREAS, despite the OPO Report and numerous complaints and requests for an investigation, the mayor has not initiated an investigation into the chief of police as provided under SMC 04.32.030.Q; and

WHEREAS, the current municipal code provision limiting the OPO’s ability to conduct investigations into matters involving the chief of police is not consistent with the broad scope of investigative authority granted to the OPO under Section 129 the Spokane City Charter, and further creates a lack of clarity with respect to many investigations by the OPO; and

WHEREAS, the absence of mayoral action in response to the OPO Report underscores the need to amend the municipal code provisions to ensure the goals of full

confidence and accountability in police leadership, as set forth in the City Charter, are fulfilled; and

WHEREAS, the City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

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

**Section 1.** That Section 04.32.030 of the Spokane Municipal Code is amended as follows:

**Section 04.32.030 Functions and Duties**

The functions and duties of the OPO are as follows:

- A. The OPO will actively monitor all police department OPO Involved Investigations as provided herein.
- B. The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. The OPO may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the OPO is unable to determine whether the matter should be forwarded to IA, the OPO may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the OPO. In the event the OPO is unavailable to conduct the initial interview, the complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the OPO to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

If the OPO determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the OPO's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline; the closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the OPO determines that the complaint does not need to be forwarded to

IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the OPO determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within three business days for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but may participate in all OPO Involved Investigation interviews and request that further investigation be conducted by IA as provided herein.

- C. In addition to complaints received by the OPO, IA will provide copies of all other OPO Involved Investigation complaints to the OPO within three business days. Once the case is closed, the OPO will return all case file materials to IA for retention consistent with the police department's record retention policy but will have subsequent access to closed cases.
- D. The OPO will have the opportunity to make a recommendation for mediation to the chief of police prior to investigation. In the event the department, the complainant, and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline, and no disciplinary finding will be entered against the officer. Good faith means that the officer listens to all information presented and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.
- E. Once any complaint is received by IA, including those forwarded to IA from the OPO, it shall be submitted to the chain of command for review per existing police department policy. When either the chief or his or her designee determines that the allegations warrant investigation, such investigation shall be approved, and IA will initiate the investigative process. The OPO will participate in that investigation process for OPO Involved Investigations as follows:
  - 1. Internal affairs will notify the OPO of all administrative interviews on all OPO Involved Investigations. The OPO may attend and observe interviews in person or by telephone and will be given the opportunity to ask questions during the interview and after the completion of questioning by the department. The OPO will not participate in criminal investigations of department employees, but will be notified when the criminal investigation is concluded.
  - 2. Upon completion of OPO Involved Investigations, IA will forward a complete copy of the case file to the OPO for review. The OPO will review the case file and determine whether the investigation was timely, thorough and objective.

- F. As a part of the review process, the OPO may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation. The OPO's suggestions and rationale for further investigation will be provided to IA in writing. The OPO and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the OPO regarding the necessity, practicality, or materiality of the requested further investigation, the OPO will notify the chief (or designee) in writing of the OPO's suggestions and rationale for further investigation. The chief (or designee) will determine whether further investigation will be undertaken by IA. The chief (or designee) will provide his or her determination to the OPO in writing.

If the OPO is not satisfied with the determination of the chief, the OPO's request for further investigation may be presented to the commission, whose decision will be final. The decision of the commission will be based upon the OPO's written request and the chief's (or designee's) written response. Once the matter has been referred to and resolved by the commission, the IA investigation will be completed consistent with the determination by the commission on the OPO's request. After providing IA a reasonable opportunity to complete the further investigation, if the commission determines and specifically describes in writing how the IA investigation was not completed consistent with the commission's decision, the commission may again direct IA to complete the further investigation in the OPO's request, or the commission may publish a report stating what further investigation in the OPO's request the commission believes was not completed by IA. If the OPO has not yet made a certification decision, a certification decision shall be made by the OPO. In addition to its report, the commission may direct the OPO or a third-party investigator to complete the further investigation requested by the OPO; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the commission contracts for a third-party investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The OPO or third-party investigator may request, but not require, participation by police officers in the investigation. Once the OPO or third-party investigator has completed the OPO requested investigation, the Commission may publish a report of the results of the investigation of the OPO or third-party investigation, so long as the report does not identify specific members of the department and does not in any way comment on officer discipline (or lack thereof). The further investigation and/or the commission's report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO or third-party investigation.

After completion of the further investigation by IA, or the conclusion, by IA or the commission, that no further investigation by IA will be undertaken, the OPO will then certify whether or not, in the opinion of the OPO, the internal investigation was timely, thorough and objective. This determination will be made within five

business days. Once the certification determination is made, the OPO will not be involved further in the disciplinary process in that case.

- G. The OPO will be notified if the Chief or designee determines that any complaint that meets the definition of an OPO Involved Investigation will not be investigated by IA. If the OPO believes that an investigation should be completed, the OPO shall notify the Chief or designee in writing. The OPO and Chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The Chief will provide a written response to the OPO's request within fourteen days. If there is no agreement between the Chief or designee and the OPO regarding the investigation, the commission will decide whether the investigation requested by the OPO will be undertaken by IA, as provided in section (E). The decision of the commission will be based upon the OPO's written request and the Chief's (or designee's) written response. After providing IA a reasonable opportunity to undertake the investigation, if the commission determines and specifically describes in writing how IA failed to undertake an investigation consistent with the commission's decision, the commission may again direct IA to undertake an investigation, or the commission may direct the OPO to conduct an independent investigation into the complaint that meets the definition of an OPO Involved Investigation that the Chief determined would not be investigated by IA. The OPO may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation, so long as the report does not identify specific members of the department and does not in any way comment on officer discipline (or lack thereof). Any released investigation will not identify specific members of the department. The OPO's investigation and/or report may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO investigation.
- H. All disciplinary decisions will be made by the chief (or designee). The OPO shall not have a role in any disciplinary matter.
- I. The OPO will be provided a copy of any letter or other notification to an officer informing the officer of actual discipline imposed as a result of an internal affairs investigation, or any notice of finding in the event that the complaint is not sustained.
- J. The OPO will be notified by IA within five business days of case closure of all OPO Involved Investigations. The OPO, in addition to the department's written notice of finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings.
- K. Any complaining party who is not satisfied with the findings of the department concerning their complaint may contact the office of police ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate



burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

- L. Once the OPO has made a certification decision and the chief has made a final determination on the case, the OPO shall publish a closing report that summarizes the complaint, the OPO Involved Investigation, and the findings. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of bargaining unit employees.
- M. In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes. The OPO shall not retain investigative files beyond one year and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the chief of police in specific cases.
- N. The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process and review and recommend changes in departmental policies to improve the quality of police investigations and practices, including the IA investigation process. The OPO may independently investigate any non-disciplinary matter necessary to enable the OPO to issue policy and procedure recommendations. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. If required by law, the City will engage in collective bargaining prior to adopting any such recommendations.
- O. The OPO shall not have access to legally privileged documents held by the city attorney or attorney-client communications held by the city attorney's clients. The OPO shall not disclose confidential records and shall be subject to the same penalties as the legal custodian of the records for any unlawful or unauthorized disclosure.
- P. The police ombudsman may propose rules and procedures required for the discharge of the police ombudsman's duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions and recommendations to the commission. The OPO's rules and procedures must be consistent with state law and the collective bargaining agreement between the city and police guild. The OPO may not levy any fees for the handling of complaints or any other duties identified in this chapter.
- Q. ~~((Complaints regarding the chief of police shall be directed to the mayor and investigated by the city's human resources department.))~~ Complaints against the

ombudsman shall be directed to and investigated by the commission, with the assistance of the City's human resources department.

**Section 2.** Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 3. Emergency Clause.** The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# Agenda Sheet for City Council Meeting of: 06/12/2023

<b><u>Date Rec'd</u></b>	5/31/2023
<b><u>Clerk's File #</u></b>	ORD C36398
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	CITY COUNCIL
<b><u>Contact Name/Phone</u></b>	BREEAN BEGGS X6254
<b><u>Contact E-Mail</u></b>	BBEGGS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Emergency Ordinance
<b><u>Agenda Item Name</u></b>	0320 - OPIOID SETTLEMENT FUND ADMINISTRATION ORDINANCE

## **Agenda Wording**

An ordinance establishing the Spokane Opioid Abatement Council and defining its composition, powers and duties; adopting a new chapter 04.39 to Title 04 of the Spokane Municipal Code; and declaring an emergency.

## **Summary (Background)**

This matter was briefed by the Interim City attorney on March 27, 2023 at PIES Committee (Item 3.5 on the agenda). For more detailed information about the Opioid Settlement terms, members of the Council are encouraged to reacquaint themselves with the March 27, 2023 briefing paper.

Lease? NO	Grant related? NO	Public Works? NO
<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	BYRD, GIACOBBE	<b><u>Study Session\Other</u></b> PSCH 6/5/2023
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b> Beggs, Wilkerson
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>
<b><u>Legal</u></b>		gbyrd@spokanecity.org
<b><u>For the Mayor</u></b>		cwright@spokanecity.org
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	cwright@spokanecity.org
<b>Council Sponsor(s)</b>	BP Beggs
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested: 15 minutes
<b>Agenda Item Name</b>	Spokane Opioid Abatement Council
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This matter was briefed by the Interim City attorney on March 27, 2023 at PIES Committee (Item 3.5 on the agenda). For more detailed information about the Opioid Settlement terms, members of the Council are encouraged to reacquaint themselves with the March 27, 2023 briefing paper.</p> <p>In 2022, the City (one of 125 eligible Washington local governments) and the State of Washington entered into a settlement agreement to resolve claims brought against the distributors for their alleged roles in the opioid epidemic. Roughly \$430 million will be available for distribution in Washington State, which is split 50/50 between the State of Washington and the local governments. The City's percentage of the whole is 3.087%; Payments will be made over the course of seventeen years. Due to the structure of the settlement agreement, the parties' first payment was a double payment. The City received \$494,599.90 on December 30, 2022. Future payments in connection with the distributor settlement are anticipated to be roughly half the amount received on December 30, 2022 (estimated around \$240-255,000). The second payment to the City is scheduled to take place this summer.</p> <p>The settlement agreements, chiefly the "One Washington MOU," dictate the manner in which settlement funds are expended. Broadly stated, the permitted uses relate to treatment, prevention and training in opioid-related medical events, As long as the monies are spent for approved purposes, local government may agree to share, pool, or collaborate in any manner they choose with other local governments through use of a regional agreement.</p> <p>The settlement agreement identifies seven counties in the "Spokane Region" (all of which participated in the settlement) along with the municipalities of Spokane, Spokane Valley, Liberty Lake and Cheney, and directs them to enter into a regional agreement to establish an Opioid Abatement Council (OAC). These councils are expected to oversee use of the settlement funds and ensure they are expended as provided in the settlement agreements. However, nothing in the settlement agreements prevents the City from establishing its own OAC to oversee and direct spending of settlement funds received by the City of Spokane.</p>

	<p>While the One Washington MOU indicates that the OACs must be established prior to the receipt of funds, most jurisdictions, including those in the Spokane Region, have been slow to enter into the required regional agreements and to establish an OAC. Ideally the Spokane Region should have been created no later than <b><u>June 1, 2023</u></b>, so as to not jeopardize the receipt of future payments.</p> <p>Rather than place the City’s settlement funds in jeopardy while waiting for execution of a regional agreement among the seven counties and four cities in the Spokane Region, and because the preferred course for the City is to create its own OAC to oversee the use of its settlement funds, an ordinance has been drafted to create the “Spokane Opioid Abatement Council” (“SOAC”). Broadly, the SOAC will identify suitable programs for funding, will be responsible for overseeing the distribution of opioid funds for approved purposes, will conduct annual review and reporting of expenditures of the City’s settlement funds, and will identify opportunities for collaboration and cost-sharing with other jurisdictions in opioid abatement efforts. The ordinance allows for the SOAC to enter into regional agreements to share costs and conduct programs consistent with the settlement requirements.</p> <p>Up to 10% of the settlement funds can be directed toward administrative costs to support the SOAC and implement programs. It is expected this percentage will be sufficient to establish the SOAC but likely the City’s settlement funds will need to be pooled with funds from other jurisdictions to meet administrative needs common to all of the OACs.</p> <p>The ordinance is not intended to replace the regional agreement required by the One Washington MOU. As the regional agreement is drafted, the City will ensure that it acknowledges the City’s decision to establish a separate OAC via this ordinance.</p> <p><b>Effective Date:</b> Because of the need to establish an OAC by June, this ordinance has an emergency clause and would go into effect immediately.</p>
<b>Proposed Council Action</b>	Ordinance adoption
<p><b>Fiscal Impact</b></p> <p>Total Cost: <u>Unknown</u></p> <p>Approved in current year budget?      <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Funding Source                      <input type="checkbox"/> One-time      <input type="checkbox"/> Recurring</p> <p>Specify funding source: Opioid settlement funds</p> <p>Expense Occurrence      <input type="checkbox"/> One-time      <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b></p>	

**The City's Department of Community, Housing and Human Services is tasked to provide the SOAC technical, personnel and administrative support as is reasonably necessary to enable the SOAC to perform its duties under the ordinance.**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

**The OACs will track data regarding program parameters, participation and other information. This will be part of the annual reporting required under the agreements.**

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

**This ordinance fulfills the City's obligations under the opioid settlement agreements.**

## ORDINANCE NO C36398

An ordinance establishing the Spokane Opioid Abatement Council and defining its composition, powers and duties; adopting a new chapter 04.39 to Title 04 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, as part of a class action settlement of opioid related claims, the City of Spokane is a Participating Local Government pursuant to the One Washington Memorandum of Understanding (hereafter the "WA MOU") with municipalities and counties within the State of Washington; and

WHEREAS, local jurisdictions in Spokane County, including the City of Spokane, Spokane County, the City of Cheney, the City of Spokane Valley, and the City of Liberty Lake are all "Participating Local Governments" pursuant to the WA MOU (hereinafter collectively referred to as "Participating Local Governments"); and

WHEREAS, all of Participating Local Governments are also participants in the "Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State" (hereafter "Allocation Agreement"); which funds from the settlement have been distributed directly to the Participating Local Governments commencing in 2022; and

WHEREAS, the Participating Local Governments further anticipate receipt of additional funds resulting from settlements with opioid pharmaceutical supply chain participants pursuant to the WA MOU (collectively referred to herein as "Opioid Funds") as well as future settlements as defined in the One WA MOU; and

WHEREAS, it is expected that the City of Spokane and Participating Local Governments will receive Opioid Funds until at least the year 2038; and

WHEREAS, the terms of the WA MOU and Allocation Agreement, and related documents, require the Participating Local Governments to establish, together or independently, local opioid abatement council(s) to ensure that Opioid Funds are expended in the manner provided for in the WA MOU and Allocation Agreement, and related documents; and

WHEREAS, pursuant to the One WA MOU and Allocation Agreement, local opioid abatement councils must be comprised of individuals with experience pertaining opioid treatment, prevention and/or training; and

WHEREAS, the City of Spokane desires to establish its own opioid abatement council to oversee expenditures of its Opioid Funds, and further desires its opioid abatement council to collaborate with other similar opioid abatement councils in Spokane County and Eastern Washington to share administrative and programming costs, where appropriate, but to maintain the autonomy of the City of Spokane with respect to its Opioid Funds allocation; and

WHEREAS, given the timelines set forth in the One WA MOU, which requires the establishment of an OAC before receipt of Opioid Funds, the City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

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

**Section 1.** There is enacted a new chapter 04.39 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.39	Opioid Abatement Council
04.39.010	Establishment and Purpose
04.39.020	Definitions
04.39.030	Membership
04.39.040	Officers
04.39.050	Administration and Support
04.39.060	Interlocal Agreements

04.39.010 Establishment and Purpose.

There is created the Spokane Opioid Abatement Council (SOAC) to oversee expenditures of Opioid Funds received by the City of Spokane from opioid litigation consistent with the terms and conditions set forth in the applicable settlement documents, including specifically the following oversight functions:

- A. To identify potential vendors and programs eligible for funding under the Settlement Agreements;
- B. To recommend to the city council and the Mayor the development and funding of opioid treatment, prevention and training programs to serve the City of Spokane consistent with the Settlement Agreements;
- C. With city council approval, to contract with vendors and program providers to provide opioid treatment, prevention and training programs in the City of Spokane;



- D. To report annually to the Mayor and the City Council on all expenditures of Opioid Funds;
- E. To recommend to the city council and the mayor opportunities for pooling of settlement funds with other participating jurisdictions to maximize the effectiveness and efficiency of regional opioid treatment, prevention and training opportunities; and
- F. To enjoy such powers, and to perform such other functions, as are generally assigned to opioid abatement councils established pursuant to the Settlement Documents.

#### 04.39.020 Definitions

- A. "Allocation Agreement" refers to that "Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State" executed by the City of Spokane on or about September 2, 2022.
- B. "One WA MOU" refers to that One WA Memorandum of Understanding executed by the City of Spokane on or about March 30, 2022.
- C. "Opioid Funds" refers to all funds payable to the City of Spokane under the Settlement Documents.
- D. "Participating Local Governments" refers to those jurisdictions in Eastern Washington that are signatories to the Settlement Documents, including, but not limited to, Spokane County, Stevens County, the City of Cheney, the City of Spokane Valley, and the City of Liberty Lake.
- E. "Regional Councils" refers to other opioid abatement councils established pursuant to the Settlement Documents.
- F. "Settlement Documents" refers to collectively the One WA MOU, the Allocation Agreement, and all such other opioid settlement agreements or instruments to which the City is a party and which govern use of the Opioid Funds.
- G. "SOAC" refers to the Spokane Opioid Abatement Council established pursuant to this title.

#### 04.39.030 Membership and Meetings.

- A. Membership. The SOAC shall consist of five (5) members, appointed by the Mayor with the approval of the city council. At least three members must be

employed in the behavioral health and/or addiction field and residents of the City of Spokane. Two members may be nonresidents of the City of Spokane so long as each has recognized expertise in opioid treatment, prevention and/or training.

- B. Terms. Members of the SOAC shall be appointed to five (5) year terms, and may be renewed for up to two (2) successive terms. No member shall serve more than three terms.
- C. Compensation. Members of the SOAC shall serve without compensation, but may be reimbursed for reasonable expenses incurred in the course of business on behalf of the SOAC, including travel expenses.
- D. Frequency of Meetings. The SOAC shall meet no fewer than four times in any calendar year, and shall meet more frequently as may be necessary to complete its functions under the Settlement Documents and this title.

#### 04.39.040 Officers.

The mayor, with the approval of the city council, designates the first chair from among the members of SOAC. Thereafter, the SOAC shall determine and select the officers consistent with its adopted rules and bylaws.

#### 04.39.050 Administration and Support

- A. Annual Administrative Allocation. The city council shall annually allocate a portion of the City's Opioid Funds, in an amount not to exceed ten percent (10%) of the total Opioid Funds received in a calendar year, toward the administration and annual support of the SOAC, which funds may be pooled with Opioid Funds from other Participating Local Governments as is necessary to provide those administrative functions necessary to meet their common obligations under the Settlement Documents.
- B. Use of Remaining Opioid Funds. The balance of Opioid Funds remaining after the allocations pursuant to subsection 04.39.050.A shall be used only toward direct support of programs for opioid treatment, prevention and/or training, as approved by the city council.
- C. City Support. The City's Department of Community, Housing and Human Services shall provide additional technical, personnel and administrative

support as is reasonably necessary to enable the SOAC to perform its duties under this chapter

04.39.060 Interlocal Agreements.

With city council approval, the SOAC may enter into interlocal agreements and/or memorandums of understanding regarding the subject matter of the One WA MOU or to share administrative or overhead expenses with opioid abatement councils established by Local Participating Governments, consistent with any limitations on the use of Opioid Funds set forth in the Settlement Documents.

**Section 2.** The City Council declares that an urgency and emergency exists as to this ordinance such that it is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/24/2023

**Clerk's File #**

RES 2023-0042

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

KEVIN FREIBOTT 6184

**Project #****Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

PERMANENTLY AFFORDABLE HOUSING IN WEST CENTRAL

**Agenda Wording**

A resolution authorizing the use of up to \$500,000 for the reimbursement of purchase costs to Habitat for Humanity when used to acquire homes for permanently affordable housing.

**Summary (Background)**

The proposed funding was recommended by the Neighborhood Projects Advisory Committee in a vote of 4-1, and received support from the West Central Neighborhood Council and REACH West Central. Payment of these funds is to be administered by the Planning & Economic Development department.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ \$500,000

# 3501

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

GARDNER, SPENCER

**Study Session\Other**Urban Experience: May  
8, 2023**Division Director**

GARDNER, SPENCER

**Council Sponsor**CMs Stratton and  
Zappone**Finance**

ORLOB, KIMBERLY

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## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Planning & Economic Development Department, Community and Economic Development Division
<b>Contact Name &amp; Phone</b>	Kevin Freibott, 625-6184
<b>Contact Email</b>	<a href="mailto:kfreibott@spokanecity.org">kfreibott@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Stratton, Council Member Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
<b>Agenda Item Name</b>	WQTIF Funding Request for Affordable Housing
<b>Summary (Background)</b>	<p>Late last year Habitat for Humanity presented a proposal to the Neighborhood Project Advisory Committee (NPAC) seeking up to \$500,000 in TIF funding to help defray the cost of purchasing housing in the West Central Neighborhood portion of the TIF with the intent of renovating those homes and establishing them as 'permanent affordable housing' under state law.</p> <p>NPAC, an official committee of the City of Spokane, is charged with prioritizing and considering funding requests for the West Quadrant TIF. They discussed the proposal at multiple meetings, ultimately voting 4 to 1 to recommend that City Council approve the use of West Quadrant TIF funds. These funds, if approved, would require establishment of a City program whereby Habitat for Humanity could request repayment of purchase costs, provided that the costs are related to the purchase of homes for 'permanent affordable housing.' That program would be initially managed by the Planning and Economic Development department, similar to other economic development programs at the City.</p> <p>In addition to presentations and discussions with the NPAC, the proposal has been discussed and presented to other stakeholders in the area, including the West Central Neighborhood Council. A letter of support was also received by the City for this proposal from REACH West Central, a local non-profit.</p> <p>While affordable housing is not mentioned directly in the original adopting Ordinance for the TIF (ORD C34032), state law has changed since the adoption of the TIF to include permanent affordable housing as an allowable public improvement (RCW 39.114.010.7) and Council adopted amendments to the TIF allowing the TIF to fund such improvements in 2020 (ORD C35879).</p>
<b>Proposed Council Action &amp; Date:</b>	A Council Resolution approving the use of TIF funds for this purpose (attached). Expected hearing on the Resolution: May 29, 2023
<b>Fiscal Impact:</b> Total Cost: <b>\$500,000</b>  Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: WQTIF, Neighborhood Projects, Account 3501	

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: None

### Operations Impacts

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

The proposal would aid Habitat for Humanity in their ongoing efforts to provide essential affordable housing in a part of the City where need is highest due to median incomes and impacts from historic exclusionary housing and economic impacts.

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

The opportunities raised by the TIF and projects like this will be incorporated into the City's exploration and study of displacement and racially disparate impacts of development and housing, required by state law and due to initiate in the near term as the City ramps up to the next major update of its Comprehensive Plan.

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

As program management initiates through the Planning & Economic Development department, annual performance of this program will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

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

This proposal is directly in line with other housing action plan efforts, projects, and studies already underway as a response to the City's declared housing emergency. Furthermore, provision of affordable housing complies substantially with numerous land use, neighborhood, and economic policies in the Comprehensive Plan.

## **RESOLUTION NO. 2023-0042**

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$500,000 in TIF funding for a program to partially repay permanently affordable housing developers for property purchase costs in the West Central Neighborhood.

**WHEREAS**, the City of Spokane formed a West Quadrant Tax Increment Financing (“WQTIF”) area, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development (“PUD”) area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

**WHEREAS**, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee (“NPAC”) to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

**WHEREAS**, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects; and

**WHEREAS**, the NPAC met on May 4, 2022 and heard a request from representatives of Habitat for Humanity, Greenstone, and A Better Way for an allocation of WQTIF funds to help Habitat and A Better Way fund the purchase of market-rate homes with the intent of converting those homes to permanent affordable housing; and

**WHEREAS**, the NPAC continued to deliberate on the proposal at their July 6 and August 3, 2022 meetings; and

**WHEREAS**, the NPAC has determined that the proposed improvements are within the WQTIF project area and are among the types of projects for which allocation of the WQTIF funds is authorized by ordinance C34032, as amended by ordinance C35879, the requested allocation is an authorized use of the WQTIF funds; and

**WHEREAS**, the NPAC voted 4 to 1 to recommend the City Council approve the use of funds for the proposed project in the amount of \$500,000.

**NOW THEREFORE, BE IT RESOLVED** that the Spokane City Council adopts the recommendations of the West Quadrant Tax Increment Financing area NPAC allocating WQTIF funds for repayment of purchase costs for permanent affordable housing, and requests staff establish a program by which such repayment can be requested by Habitat for Humanity and paid from TIF funds.

Passed by the Spokane City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/24/2023

**Clerk's File #**

ORD C36391

**Renews #****Submitting Dept**

PLANNING &amp; ECONOMIC

**Cross Ref #****Contact Name/Phone**

AMANDA BECK X6414

**Project #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

065- SHORT-TERM RENTAL CODE AMENDMENTS

**Agenda Wording**

Code amendments to Chapter 17C.316 Short Term Rentals, and concurrent fee updates in Chapter 08 SMC.

**Summary (Background)**

Proposed amendments to short-term rental regulations aligned with strategies outlined in the Housing Action Plan and the City Council Implementation Plan. Proposal revises Chapter 17C.316; amends Sections 08.02.034, 08.02.066, 08.08.010; and adopts a new section 08.02.090. The proposed draft code has been developed to update permitting requirements in line with monitoring data to reflect the current utilization of this accessory land use.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Council Notifications****Dept Head**

GARDNER, SPENCER

**Study Session\Other**

Study Session 3/14/23;

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CP Beggs &amp; CM Kinnear

**Finance**

ORLOB, KIMBERLY

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tblack@spokanecity.org



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**

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rbenzie@spokanecity.org

jchurchill@spokanecity.org

## **ORDINANCE NO. C36391**

AN ORDINANCE relating to the regulation of short-term rentals; amending Spokane Municipal Code (SMC) Sections 17C.316.010, 17C.316.020, 17C.316.030, 17C.316.040, 17C.316.050, 17C.316.060, and 17C.316.070; and setting an effective date.

WHEREAS, the short-term rental of a residential dwelling unit for fewer than thirty days is a permitted use in residential zones, but is not a currently permitted use in other non-residential zones of the Spokane Municipal Code; and

WHEREAS, the City's contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use; and

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, Housing Action Plan (HAP) Strategy B5 calls on the city to, "Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement;" and

WHEREAS, in adopting RES-2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of Housing Action Plan Strategy B.5, namely City Council HAP Implementation Plan Strategies 1.5; 2.6, and 2.7; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, the proposed regulations are intended to allow for an alternative form of lodging for visitors that prefer a more residential experience when staying in the City of Spokane; and

WHEREAS, the proposed regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and other zoning districts; and

WHEREAS, the proposed regulations create a balanced system of permitting the short-term rental use in all zoning districts in proportion with their potential effect on surrounding properties and infrastructure, updating permit fees and taxes such that the Spokane Municipal Code is capturing the increased demand for this type of lodging, and tracking short-term rental units, permits, and renewals to ensure the health and safety of the public; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this ordinance, avoiding any unconstitutional taking of private property; and

WHEREAS, on February 2, 2023, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and

WHEREAS, on April 24, 2023, a Notice of Intent to adopt and request for SEPA agency comments was issued for the draft code. The comment period ended on May 9, 2023; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023; and

WHEREAS, prior to the Plan Commission public hearing, a legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023 and the notice of the proposed amendment was distributed to the City's agency/interested party list and posted on the City's website at [www.ShapingSpokaneHousing.com](http://www.ShapingSpokaneHousing.com); and

WHEREAS, on May 10, 2023, the Spokane Plan Commission held a public hearing on the proposed amendment and heard testimony from the public, following which they voted to recommend the City Council adopt the proposed amendments; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the City of Spokane Plan Commission (Exhibit A) for the same purposes;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 17C.316.010 SMC is amended to read as follows:

### **Section 17C.316.010 Purpose**

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 2. That Section 17C.316.020 SMC is amended to read as follows:

### **Section 17C.316.020 ~~((Description and))~~ Definitions**

- A. ~~((Description.))~~ Short-term rental. A short-term rental is ~~where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are is rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.
1. ~~Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
  2. ~~Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures.~~
- B. ~~Definitions.~~ For purposes of this chapter, the following words have the following meanings:
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short-term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.

- ((2)) C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.
- ((3)) D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

Section 3. That Section 17C.316.030 SMC is amended to read as follows:

### **Section 17C.316.030 Where These Regulations Apply**

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed; limited; or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use or as hotel motel if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

Section 4. That Section 17C.316.040 SMC is amended to read as follows:

### **Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones**

- A. ((Use-related regulations.)) Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040 C below.)) A short-term rental is an administrative permit.

~~((2. — Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~

- ~~a. Single-Family Residence;~~
- ~~b. Attached house;~~
- ~~c. Duplex;~~
- ~~d. Apartments;~~
- ~~e. Condominiums; and~~
- ~~f. Accessory dwelling unit.~~
- ~~g. Manufactured Homes))~~

B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.

1. A short-term rental is allowed in a detached single-family residence or an attached house. A short-term rental is allowed in one or both units of a duplex.
2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
  - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
  - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
  - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

~~((B))~~ C. Standards. ((The following standards apply to Type A short-term rentals. Adjustments are)) A variance to the following standards is prohibited.

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
  - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
  - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.
    - i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.

- ((2)) 3. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
- c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted));~~
  - d. Meets current fire code requirements;
  - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ((3)) 4. Number of ~~((overnight))~~ residents and guests. The total number of ~~((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom))~~ of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.))~~
- ~~5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
- ((6)) 5. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
- ((7)) 6. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).
- ~~((C.))~~ D. ~~((Type A Short Term Rental Permit))~~ Permit Required. The owner of a ~~((Type A))~~ short-term rental must obtain a permit ~~((from the Planning and Development Services Department)).~~ The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ~~((, and document that the required notification requirements have been met:))~~
- 1. Notification. ~~((The owner must:))~~
    - a. The owner or operator must ~~((Prepare))~~ prepare a notification letter that:
      - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
      - ii. Includes information on how to contact the owner or operator by phone.
    - b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
  - 2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~



- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
  - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
  - ~~((c. Proof of property insurance covering the property.))~~
  - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
  - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
  - ~~((f.))~~ e. A site plan and floor plan.
  - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ((Type A)) Short-Term Rental Permit. A ((Type A)) short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ((in chapter 4.04 SMC)) for failure to comply with the regulations of this chapter.
1. ~~((In addition a))~~ A permit may be revoked for activities on site ((including)) such as nuisances, littering, or public disturbance as listed under [Title 10 SMC](#) ((under Chapter 10.08 Offences Against Public Health Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).
  2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
  3. When a ((Type A)) short-term rental permit has been revoked, a new ((Type A)) short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.
1. The short-term rental permit must be active and approved prior to July 1, 2023.
  2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
  3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 5. That Section 17C.316.050 SMC is amended to read as follows:

**Section 17C.316.050 ((Type-B)) Short-Term Rentals in Other Zones**

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
- ~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~
2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:
- a. Single Family Residence;
  - b. Attached house;
  - c. Duplex;
  - d. Apartments;
  - e. Condominiums; and
  - f. Accessory dwelling unit. Manufactured Homes))
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.
- 1. A short-term rental is allowed in a detached single-family residence or an attached house. A short-term rental is allowed in one or both units of a duplex.
  - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
    - a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
    - b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
    - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
  - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.

~~((B-))~~ C. Standards.

~~((1. —Maximum size. Maximum set through conditional use review.))~~

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:

a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;

b. Meets current fire code requirements;

c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.

3. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.

~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hired service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~

~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~

~~6. Commercial meetings.~~

a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~

i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~

b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~

c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~

~~((7. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits. Structural~~

~~alterations may not be made that prevent the structure from being used as a residence in the future. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include installation of more than paving or required setbacks, and commercial-type exterior lighting.))~~

((8)) 4. Parking. [See Spokane Municipal Code Chapter 17C.230 Parking and Loading.](#)

((9)) 5. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs.](#)

D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

1. Required information for permit.

- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
- b. A short-term rental application and permit fee established by [SMC 08.02.066.](#)
- c. A copy of the owner's current City of Spokane business license.
- d. A site plan and floor plan.
- f. A completed and notarized Life Safety Compliance form.

E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in Chapter 04.04 SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.

1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC.](#)
2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12-month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160.](#)
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 6. That Section 17C.316.060 SMC is amended to read as follows:

**Section 17C.316.060 Monitoring and Life Safety Review**

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

Section 7. That Section 17C.316.070 SMC is amended to read as follows:

**Section 17C.316.070 Pre-Established Bed and Breakfast Facilities**

~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A.](#)))~~

~~((B.))~~ Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

**PASSED BY THE CITY COUNCIL ON** \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

<b>To:</b>	City Plan Commission	
<b>Subject:</b>	Shaping Spokane Housing: Housing Action Plan Code Changes Phase 2 for Short-term Rentals	
<b>Staff Contact:</b>	Amanda Beck, AICP Planner II (509) 625-6414 <a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a>	Donna deBit, AICP Senior Planner (509) 625-6637 <a href="mailto:ddebit@spokanecity.org">ddebit@spokanecity.org</a>
<b>Report Date:</b>	May 4, 2023	
<b>Hearing Date:</b>	May 10, 2023	
<b>Recommendation:</b>	Approval	

## I. SUMMARY

These City-initiated text amendments are proposed to update the Spokane Municipal Code according to strategies outlined in the adopted Spokane Housing Action Plan and the City Council Implementation Plan. Proposed draft code would revise Chapter 17C.316, Short Term Rentals; amend Sections 08.02.034, Fire Code; 08.02.066, Zoning; and 08.08.010, Tax Levied; and adopt a new section 08.02.090, Short-term Rental License Fee. The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data to inform updates that reflect the current utilization of this accessory land use.

## II. BACKGROUND

The 2021 Washington legislative session substantially amended the housing-related provisions of the Growth Management Act (GMA) through House Bill [HB 1220](#). Changes strengthened the GMA housing goal from “encourage the availability of affordable housing to all economic segments of the population” to “plan for and accommodate housing affordable to all economic segments of the population of this state.” The GMA housing goal still retains additional objectives to “promote a variety of residential densities and housing types, and encourage the preservation of existing housing stock.”

Approved in July 2021, the City adopted its [Housing Action Plan](#) (Res. 2021-0062) to guide implementation of policies within the Comprehensive Plan by identifying strategies to achieve our community’s housing needs and objectives. Spokane’s Housing Action Plan (HAP) identifies actions that the City and community partners can enact to encourage more housing options that create more homes for more people. The first phase of code changes acting on HAP strategies updated development requirements for accessory dwelling units, short plat notifications, and lot size transitions (Ords. C36224, C36225, and C36226). Continuing that work, city staff have drafted a comprehensive update of Chapter 17C.316 as well as related fees contained in Chapter 08 of the Spokane Municipal Code. The proposed changes are also guided by the City Council’s HAP [Implementation Plan](#).

This staff reports reviews the proposed code revisions for Phase 2 of the Housing Action Plan code amendments started in 2021. The code changes specifically align with the below noted HAP strategy about short-term rentals, and the City Council implementation actions.

- Housing Action Plan Strategy A3, “Continue to streamline and simplify changes to the City’s permit process, as necessary.”
- Housing Action Plan Strategy B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”
- City Council Implementation Plan Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- City Council Implementation Plan Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- City Council Implementation Plan Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

### **III. PROCESS**

#### **DEVELOPMENT CODE AMENDMENT PROCEDURE**

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City’s Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

#### **ROLE OF THE CITY PLAN COMMISSION**

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

#### **ROLE OF CITY COUNCIL**

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission’s recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.



## COMMUNITY ENGAGEMENT

As a follow-up to the Housing Action Plan (HAP), engagement efforts for Shaping Spokane Housing have built upon the extensive community outreach conducted for the HAP. Emphasis was placed on reaching existing permit holders, development stakeholders, and tourism stakeholders such as the Spokane Hotel and Motel Association. Outreach included an in-person and virtual open house, project webpage, and inclusion in the Shaping Spokane Housing newsletter that is delivered to over 350 stakeholders. A summary of engagement and outreach activities can be found in **Exhibit C**.

Below is a list of the major outreach and engagement activities held for short-term rentals under the Shaping Spokane Housing project:

- “[Next Steps for Housing Action Plan Implementation](#)” blog published on November 11, 2021
- Project webpage, <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>, has been kept up to date with information about Plan Commission workshops, project progress, and public hearings.
- Presentation at the Land Use Subcommittee on November 18, 2021;
- Tabling at the Winter Market on December 15 and 22, 2021;
- Presentation at Community Assembly on January 6, 2022;
- Presentation to the Lincoln Heights Neighborhood Council on January 18, 2022;
- Virtual open houses on January 25 and 27, 2022;
- Presentation at the Land Use Subcommittee on February 17, 2022, and April 21, 2022;
- Presentation to the West Hills Neighborhood Council on April 12, 2022;
- Presentation to the University District Public Development Authority on April 12, 2022;
- Tabling at the Spring Market on April 6, 13, 20, and 27, 2022;
- In-person open house on April 11 and a virtual open house on April 13, 2023;
- Inclusion in the Community Assembly agenda packet for June 1, 2023;
- [Educational videos](#) shared in the City’s Community Update e-newsletter, on official City social media channels, and available on project webpage; and
- Updates in the Shaping Spokane Housing newsletter, sent to over 350 stakeholders.

The planning team has provided updates on the proposed code changes to elected and appointed officials, as well as to staff from other City departments and interested agencies.

- Regular meetings with Development Services Center staff to review proposed code language and potential implementation considerations, including the Fire Marshall and Building Official;
- Plan Commission workshop presentations on January 12, 2022; February 22, 2023; and April 26, 2023; and
- City Council study sessions on February 10 and May 5, 2022; and March 16, 2023.

## PUBLIC NOTIFICATION AND SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance. Noted below are the public noticing activities:

- Notice of Intent to Adopt submitted to the Department of Commerce (March 2, 2023)
- Notice of Intent to Adopt pursuant to 17G.025.010 SMC, which included the SEPA Checklist, emailed to City departments, Local, County, Tribal, and State contacts (April 24, 2023)
- SEPA Determination of Non-significance (DNS) issued (April 24, 2023), the comment period ended on May 9, 2023
- Notice of Public Hearing for the Plan Commission was published in the *Spokesman-Review* on April 26 and May 3, 2023.

## COMMENTS RECEIVED

Written comments received by the planning department by 12:00 p.m. on May 3 are included in **Exhibit D**.

## IV. ANALYSIS

### PROPOSAL DESCRIPTION

These City-initiated text amendments are proposed to update regulation of short-term rentals, or vacation rentals, according to strategies outlined in the adopted Spokane [Housing Action Plan](#) and the City Council [Implementation Plan](#). The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data reflecting the current utilization of this accessory land use, and aiding in updating regulations.

This proposal will amend Spokane Municipal Code: Section 17C.316.010, Purpose; 17C.316.020, Description and Definitions; 17C.316.030, Where These Regulations Apply; 17C.316.040 Type A Short-Term Rentals; 17C.316.050 Type B Short-Term Rentals; 17C.316.060, Monitoring; and 17C.316.070, Pre-Established Bed and Breakfast Facilities.

Additional amendments are being made to inspection fees for annual life safety compliance, updating permitting fees to align with proposed updated regulation of STRs, a proposed per night license fee, and a code clean up to clarify that an existing lodging excise tax also applies to short-term rentals. Those Spokane Municipal Code Sections are 08.02.034, Fire Code; 08.02.066, Zoning; 08.08.010, Tax Levied; and adopting a new section 08.02.090, Short-term Rental License Fee.

See **Exhibit A** for the draft ordinance with strike-through text and proposed changes.

### SHORT-TERM RENTALS

The Spokane Municipal Code defines a short-term rental (STR) as “where a residential dwelling unit or bedrooms in a residential unit are rented to overnight guests for fewer than 30 days.” STRs are also defined with the 30-day limit in RCW 64.37.010. Currently, this accessory residential use is only permitted in residential zoning districts (RA, RSF, RTF, RMF, RHD).

Changes to chapter 17C.316 SMC respond to Strategies A3 and B5 of the Housing Action Plan, and the Strategies 1.5, 2.6, and 2.7. The changes proposed would:

- To improve permitting compliance, allow short-term rentals in all zoning districts where residential uses are permitted. This would create a path to compliance for the over 600 short-term rentals that are operating outside of current regulations.
- Differential between a property owner and a short-term rental operator.

- Recognize the potential difference in impacts to adjacent properties and therefore regulate STRs based on whether they are in a residential zone or any other zone, such as Downtown Core (DTC) or Community Business (CB).
- Only allow STRs in conforming residential or mixed-use buildings, and for the latter it must occupy the residential units within a mixed-use building.
- Propose a unit cap:
  - An accessory dwelling unit counts towards the maximum unit allowance on a lot.
  - For residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 20 percent of total units being allowed as short-term rentals.
  - For non-residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 30 percent of total units being allowed as short-term rentals.
- For structures that are fire sprinklered, or not required to by Building or Fire Code, they will no longer be required to complete the Change of Use process. Any permit wishing to go beyond the 30 percent cap in non-residential zones would be required to complete the Change of Use process to ensure life and safety of all occupants of the structure.
- For active permit holders, they will be allowed to continue their short-term rental permit as a grandfathered use. Any lapse of the permit, or an attempt to expand beyond the units or size approved in the permit will not be allowed.
- A notarized Life Safety Compliance form will be required to show egress and safety requirements.
- Annual inspections will be required for renewal.

## **PERMITTING AND INSPECTION FEES**

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To ensure that residents and guests are able to enjoy a safe visit while in the City, a requirement to complete an annual fire safety inspection is proposed. The fire inspectors will evaluate structures for compliance with both Building and Fire Code requirements, such as working smoke detectors, appropriate egress, and possible exiting hazards. To cover the staff costs of these additional inspections completed by the City's fire inspectors, the Fire Department would charge an inspection fee of \$105 per hour.

Also, to match the proposed changes of short-term rentals in residential zones versus non-residential zones, the permit fees in Section 08.02.066 have been modified from the Type A permit of \$150 and a \$100 annual renewal, to a residential STR permit of \$200 and the existing renewal fee. Type B STR permits, which functioned as sort of bed and breakfasts in what uses were allowed, are a Type III Conditional Use Permit and cost \$4,590 for the permit with a \$100 annual renewal fee. To mirror new language of vacation rentals in non-residential zones, this section has been amended to a permit fee of \$300 and maintains the \$100 renewal fee.

Acknowledging the continuing housing crisis, and the growing body of research that shows the correlation of increased short-term rental units and increases in both house and rental prices and a decrease in housing supply, staff have proposed a per night fee to offset the effect short-term rentals have on the City's legitimate interest in ensuring there is enough housing within city boundaries. As taxing authority is limited by the Legislature, a \$2.00 per night license fee to be collected by the vacation rental platform, and then reported and remitted to the Department of Revenue is being proposed. Vacation rental platforms that operate in the State of Washington are required to be licensed and registered to do business within the state, and the Department of Revenue already manages and disperses the lodging tax that vacation rental platforms are required to collect as well.

While not a fee, staff have completed a related code clean up in Section 08.08.010, Tax Levied, to clarify that the transient accommodations excise tax also applies to short-term rentals meeting the applicable requirements. Per RCW 67.28.181, the City may levy that tax so long as the total excise tax imposed is limited to 2 percent, or not greater than 12 percent when combined with all other taxes.

Applicable taxes paid for short-term rental uses include a 9 percent lodging tax for a lodging business that has less than 40 lodging units, and the 2 percent excise tax. Clarifying that short-term rentals are subject to that excise tax helps to ensure that competition from short-term rentals does not negatively impact the hotels and motels in the city, which pay separate lodging taxes of 8.8 percent, a special hotel/motel and convention and trade center tax of 3.3 percent, and the \$4 per unit per night assessment under the Tourism Promotion Area agreement between the County and the City.

Code language relating to taxes and fees will not be considered by Plan Commission. Information on the taxes and fees relating to the proposed update is included for informational purposes and is subject to change prior to Council action.

The proposed fee changes encompass:

- Annual inspections will be conducted by fire inspectors, similar to other inspections completed for permits issued by the Development Services Center.
- To ensure the Fire Department's budget is made whole given additional inspections being required, the existing fire inspection fee of \$105 per hour will also be charged for short-term rental inspections.
- Update short-term rental permit fees:
  - Type A becomes STRs in residential zones;  
Currently a \$150 permit and \$100 renewal, proposed to be \$200 permit and \$100 renewal.
  - Type B becomes STRs in non-residential zones  
Currently a Type III Conditional Use Permit costing \$4,590 and a \$100 renewal, proposed to be reduced to a \$300 permit and \$100 renewal.
- Vacation rental platforms will be required to collect a \$2.00 per night license fee for all short-term rental units within the City of Spokane, and then remit these fees on a quarterly basis to the Department of Revenue. This would be in addition to the lodging tax already imposed on short-term rentals.

## IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following each criteria. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G). Excerpts of the applicable goals and policies, and their Comprehensive Plan discussion points, are contained in **Exhibit F**.

## 17G.025.010(G) APPROVAL CRITERIA

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1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan.

**Neighborhood Goal N 1 – The Downtown Neighborhood.** *Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.*

**Economic Development Policy ED 3.10 – Downtown Spokane.** *Promote downtown Spokane as the economic and cultural center of the region.*

**Staff Analysis:** Vacation rental platform monitoring by the City's contracted consultant, Granicus, has provided data that clearly shows a predominance of short-term rentals available for booking in the downtown (see **Exhibit E**). The proposed changes of where short-term rentals are permitted aligns the municipal code with the actual usage occurring, while also supporting the variety of choices visitors have for accommodations when visiting the City. Creating a path to compliance for those units operating in downtown ensures visitor safety, a variety of accommodations, and generates permit fees to pay for increased monitoring and compliance from city staff. The proposed code changes support the downtown as the primary economic and cultural center of the region. Allowing short-term rental units in downtown helps to provide the downtown area with a market support base for its retail, services, restaurants, and entertainment venues.

**Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers.** *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

**Economic Development Policy ED 8.3 – Recreation and Tourism Promotion.** *Promote the region's outdoor amenities, recreational opportunities and tourism.*

**Staff Analysis:** Increasing the number of people in the downtown area provides the necessary number of patrons to maintain a healthy business climate, thereby increases the tax base and making more funds available for the provision of public facilities and services. More people in downtown also increase street level activity and can lessen crime by having more "eyes-on-the-street." Feedback from the development community has indicated that some area developers wish to utilize short-term rentals as a mechanism to finance projects, either as a revenue stream to repay construction loans, or as a revenue stream that can allow them to subsidize long-term market rate units within the same project. While they do have an impact on the long-term housing supply, short-term rentals can also help support infill investments in the downtown to encourage more housing, and therefore more people, and create a more vibrant regional center.

**Housing Goal H 1 – Housing Choice and Diversity.** *Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.*

**Staff Analysis:** The values of the Housing chapter are grounded around maintaining affordable housing, developing a good mix of housing types, encouraging housing for low-income residents, and preserving existing housing. Proposed short-term rental code changes recognize that staff have heard anecdotal evidence of property owners not renewing long-term leases in favor of making more money from short-term rentals, and as such a unit cap has been built into the proposed changes. By limiting the number of short-term rentals that are permitted in residential zones, the proposed code changes attempt to limit the impact of this accessory land use on the long-term housing supply for current and future residents. To limit potential impacts to surrounding residential properties, the proposed code allows short-term rentals in other zoning districts, such

as the Downtown Core, where the intensity of development and activities more easily absorbs more people or a shorter turnover of stays. The changes to how STRs are regulated clarifies the intent that the use is allowed, but is meant to be accessory in nature and not therefore the predominant use in the City's numerous neighborhoods.

***Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.***

**Staff Analysis:** The foundation of the goals and policies within the Comprehensive Plan were developed with the public's input during the Spokane Horizons public participation process began in 1995, to ultimately shape the 2001 version of the document. While vacation rentals were a use at this time, they had not spread beyond early adoption, and so this type of accessory land use was not one the Comprehensive Plan contemplated. While there are differences between a single-room occupancy structure and a short-term rental, they do share the crucial feature of short stays and for a different price point than a traditional hotel or motel. Because of the transient element to both single-room occupancies and short-term rentals, they do share some overlap. As discussed above, the development community has indicated that the ability to utilize some short-term rental units to finance infill development of housing or mixed-use buildings balances the impact this accessory use has on long-term housing with the need to fund more housing.

**2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.**

**Staff Analysis:** The proposed amendments closely follow guidance in State law, the Housing Action Plan, and the City Council HAP Implementation Plan. Changes to how and where short-term rentals are regulated will require that STRs are completing life and safety compliance forms, clarifies a process to ensure that residents or guests are staying in a safe structure, and as necessary structure improvements are required to comply with Building and Fire Code. These changes are consistent with the Comprehensive Plan and statutes protecting public health, safety, and the environment.

## **V. CONCLUSION**

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

## VI. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval, approval with modification, or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

## VII. LIST OF EXHIBITS

- A. Proposed Draft Text
- B. SEPA Determination of Non-Significance
- C. Public Participation Summary
- D. Public and Agency Comments
- E. Short-term Rental Location Map
- F. Related Comprehensive Plan Goals and Policies

**Spokane Municipal Code Title 17C.316 Short Term Rentals  
DRAFT TEXT**

**SHORT-TERM RENTALS**

<b>Section 17C.316.010 Purpose .....</b>	<b>2</b>
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### Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

### Section 17C.316.020 ~~((Description and))~~ Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are ~~is~~ rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. ~~There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.~~
1. ~~Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
2. ~~Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to~~ Chapter 17G.060 Land Use Application Procedures.
- B. ~~Definitions. For purposes of this chapter, the following words have the following meanings:~~
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short-term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.
- ~~((2))~~ C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.

- ~~((3))~~ D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

### **Section 17C.316.030 Where These Regulations Apply**

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed, limited, or conditional uses, short-term rentals may be regulated ~~either~~ as a Retail Sales and Service use ~~or as hotel/motel~~ if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

### **Section 17C.316.040 ~~((Type A))~~ Short-Term Rentals in Residential Zones**

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ~~((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040 C below.))~~ A short-term rental is an administrative permit.
- ~~((2. Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~
- a. Single-Family Residence;
- b. Attached house;

- ~~c. Duplex;~~
  - ~~d. Apartments;~~
  - ~~e. Condominiums; and~~
  - ~~f. Accessory dwelling unit.~~
  - ~~g. Manufactured Homes))~~
- 2. No commercial meetings are permitted to be held in conjunction with use of a short-term rental.
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.
  - 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
  - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
    - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
    - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
    - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
  - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B))~~ C. Standards. ~~((The following standards apply to Type A short-term rentals. Adjustments are))~~ A variance to the following standards is prohibited.
  - 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
  - 2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
    - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
    - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.

- i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.
- ~~((2))~~ 3. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
  - c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted));~~
  - d. Meets current fire code requirements;
  - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3))~~ 4. Number of ~~((overnight))~~ residents and guests. The total number of ~~((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom))~~ of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4))~~ 5. ~~((Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.))~~ Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.
  - a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
  - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of additional on-site parking, commercial-type exterior lighting, and signage.
- ~~((5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
- 6. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
- 7. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.
- ~~((C.))~~ D. ~~((Type A Short Term Rental Permit))~~ Permit Required. The owner of a ~~((Type A))~~ short-term rental must obtain a permit ~~((from the Planning and Development Services Department))~~. The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ~~((, and document that the required notification requirements have been met:))~~
  - 1. Notification. ~~((The owner must:))~~

- a. The owner or operator must ~~((Prepare))~~ prepare a notification letter that:
  - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
  - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~
  - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
  - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
  - ~~((c. Proof of property insurance covering the property.))~~
  - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
  - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
  - ~~((f.))~~ e. A site plan and floor plan.
  - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ~~((Type A))~~ Short-Term Rental Permit. A ~~((Type A))~~ short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ~~((in chapter 4.04 SMC))~~ for failure to comply with the regulations of this chapter.
  1. ~~((In addition a))~~ A permit may be revoked for activities on site ~~((including))~~ such as nuisances, littering, or public disturbance as listed under Title 10 SMC ~~((under Chapter 10.08 Offences Against Public Health\_Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).~~
  2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
  3. When a ~~((Type A))~~ short-term rental permit has been revoked, a new ~~((Type A))~~ short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.
2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

### **Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones**

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.
- ~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~
- ~~2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single Family Residence;~~
  - ~~b. Attached house;~~
  - ~~c. Duplex;~~
  - ~~d. Apartments;~~
  - ~~e. Condominiums; and~~
  - ~~f. Accessory dwelling unit. Manufactured Homes))~~
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.
- 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
  - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
    - a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
    - b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.
    - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
  - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B.))~~ C. Standards.
- ~~((1. Maximum size. Maximum set through conditional use review.))~~
- 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Accessory dwelling units. A short-term rental use may be established on a lot with an accessory dwelling unit and owner occupancy is not required.
- ~~((2-))~~ 3. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
- a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;
  - b. Meets current fire code requirements;
  - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3-))~~ 4. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hiring service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~
- ~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~
- ~~6 Commercial meetings.~~
- a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~
    - i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~
  - b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~
  - c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~
- ~~((7))~~ 4. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.



- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
  - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of ~~((more than paving or required setbacks))~~ additional on-site parking, ((and)) commercial-type exterior lighting, and commercial signage.
- ~~((8))~~ 5. Parking. See Spokane Municipal Code Chapter 17C.230 Parking and Loading.
- ~~((9))~~ 6. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.
- D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.
  - 1. Notification.
    - a. The owner or operator must prepare a notification letter that:
      - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
      - ii. Includes information on how to contact the owner or operator by phone.
    - b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
  - 2. Required information for permit.
    - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
    - b. A short-term rental application and permit fee established by SMC 08.02.066.
    - c. A copy of the owner's current City of Spokane business license.
    - d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
    - e. A site plan and floor plan.
    - f. A completed and notarized Life Safety Compliance form.
- E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in Chapter 04.04 SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.
  - 1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under Title 10 SMC.

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160](#).
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

#### **Section 17C.316.060 Monitoring and Life Safety Review**

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

#### **Section 17C.316.070 Pre-Established Bed and Breakfast Facilities**

- ~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A](#).)~~
- ~~((B.))~~ Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

**Spokane Municipal Code Chapter 08.02 Fees and Charges**  
**DRAFT TEXT**

**INSPECTION AND PERMITTING FEES**

<b>Section 08.02.034 Fire Code.....</b>	<b>13</b>
<b>Section 08.02.066 Zoning .....</b>	<b>17</b>
<b>Section 08.02.090 Short-term Rental License Fee .....</b>	<b>18</b>

### **Section 08.02.034 Fire Code**

#### **A. Storage Tanks.**

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
  - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
  - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

#### **B. Installation of Fire Protection/Detection Equipment.**

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

<b>BID AMOUNT (Valuation)</b>	<b>PERMIT FEE</b>	<b>PLAN CHECK FEE</b>
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

#### C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
  - a. sprinkler systems,
  - b. standpipe systems,
  - c. alarm systems,
  - d. rangehood systems,
  - e. inert gas extinguishing systems,

- f. spray booths, and
- 2. Nineteen dollars for private fire hydrants.
- D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
<b>A</b>	<b>0 – 1,500</b>	<b>\$44</b>
<b>B</b>	<b>1,501 – 3,000</b>	
<b>C</b>	<b>3,001 – 5,000</b>	
<b>D</b>	<b>5,001 – 7,500</b>	
<b>E</b>	<b>7,501 – 10,000</b>	
<b>F</b>	<b>10,001 – 12,500</b>	<b>\$202</b>
<b>G</b>	<b>12,501 – 15,000</b>	
<b>H</b>	<b>15,001 – 17,500</b>	
<b>I</b>	<b>17,501 – 20,000</b>	
<b>J</b>	<b>20,001 – 30,000</b>	

<b>K</b>	<b>30,001 – 40,000</b>	<b>\$355</b>
<b>L</b>	<b>40,001 – 50,000</b>	
<b>M</b>	<b>50,001 – 60,000</b>	
<b>N</b>	<b>60,001 – 70,000</b>	
<b>O</b>	<b>70,001 – 100,000</b>	
<b>P</b>	<b>100,001 – 150,000</b>	<b>\$512</b>
<b>Q</b>	<b>150,001 – 200,000</b>	
<b>R</b>	<b>Over 200,000</b>	

**E. Reinspections.**

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

**F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.**

**Section 08.02.066 Zoning**

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.



- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
  - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
  - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.
- P. Short Term Rental Permit – ~~((Type-A))~~ In residential zones: ((One)) Two hundred ~~((fifty))~~ dollars. The annual renewal for a ~~((Type-A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type-B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type-B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

### **Section 08.02.090 Short-term Rental License Fee**

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

A. Platforms shall pay \$2.00 per night booked through the Platform.

- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.

**Spokane Municipal Code Chapter 08.08 Lodging Tax  
DRAFT TEXT**

**LODGING EXCISE TAX**

<b>Section 08.08.010 Tax Levied .....</b>	<b>20</b>
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**Section 08.08.010 Tax Levied**

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.



## NONPROJECT DETERMINATION OF NONSIGNIFICANCE

**FILE NO(s):** Housing Action Plan Code Changes Phase 2 – Short-term Rentals

**PROPONENT:** City of Spokane

### DESCRIPTION OF PROPOSAL:

Continuing the series of City initiated development code amendments to the Unified Development Code (UDC) under the [Shaping Spokane Housing](#) program, city staff have prepared a new draft code amendment that updates Chapter 17C.316, Short-term Rentals. Given that for sale and for rent housing units have been constrained locally for the past several years, the proposed code amendment takes action on the following Housing Action Plan strategy:

- B5, "Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement."

As well as the following City Council HAP Implementation Plan strategies:

- Strategy 1.5, "Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws."
- Strategy 2.6, "Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units."
- Strategy 2.7, "Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance."

A concurrent code amendment will increase inspection fees to cover annual fire inspections for life and safety purposes, as outlined in 08.02.034 SMC, as well as updating zoning permit fees in 08.02.066. Clarification on excise tax collection will be added to Section 08.08.010, and a new Section 08.08.025, Short-term Rental Platform Fee, will be added with these amendments.

This proposal will amend Spokane Municipal Code (SMC): 17C.316.010, 17C.316.020; 17C.316.030; 17C.316.040; 17C.316.050; and 17C.316.060 to update regulations with the changing nature of short-term rental uses and to create a path to compliance for existing units operating without a permit. Concurrent amendments to fees will be made in Sections 08.02.034 and 08.02.066, as well as Section 08.08.010 and adding a new Section 08.08.025, Short-term Rental Platform Fee. The exact amendments to the code are available online at the following address: <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** This proposal has a City-wide impact

**LEAD AGENCY:** City of Spokane




**DETERMINATION:**

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- ☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 12:00 p.m. on May 9, 2023 if they are intended to alter the DNS.**

\*\*\*\*\*

<b>Responsible Official:</b> Spencer Gardner	<b>Position/Title:</b> Director, Planning Services
<b>Address:</b> 808 W. Spokane Falls Blvd., Spokane, WA 99201	<b>Phone:</b> 509-625-6097
<b>Date Issued:</b> <u>April 24, 2023</u>	<b>Signature:</b>  _____

\*\*\*\*\*

Date	Name/Event
11/18/2021	Land Use Committee of the Community Assembly
12/12/2021	Plan Commission workshop
12/17 & 12/22/2021	Winter Market at Riverfront Park (approximately 120 visitors)
1/6/2022	Community Assembly
1/18/2022	Lincoln Heights Neighborhood Council
1/25 & 1/27/2022	Virtual Open Houses (respectively, 29 and 35 participants)
2/10/2022	City Council study session
2/17/2022	Land Use Committee of the Community Assembly
4/6, 4/13, 4/20, 4/27/2022	Spring Market at Riverfront Park (approximately 190 visitors)
4/12/2022	University District Public Development Authority
4/12/2022	West Hills Neighborhood Council
4/21/2022	Land Use Committee of the Community Assembly
5/05/2022	City Council study session
2/22/2023	Plan Commission workshop
3/16/2023	City Council study session
4/11 & 4/13/2023	In-person and Virtual Open Houses (approximately 7 participants)
4/26/2023	Plan Commission workshop
6/1/2023	Community Assembly agenda packet inclusion

**Substantive Public Comments Received as of 05/03/2023**

	<b>Date</b>	<b>Name</b>	<b>Topic(s)</b>	<b>Page</b>
1	1/14/2022	Todd Sullivan	ADU size, ADU parking, Short-term rentals	2
2	2/18/2022	Toni Sharkey	SEPA, Short-term rentals, Duplexes, Attached Homes	3
3	2/22/2022	Craig Hunt	Short-term rentals (STR)	9
4	4/6/2022	John Schram	Short-term rentals, Duplexes, Attached Homes	10
5	4/21/2022	Will Maupin	Code changes for housing	11
6	4/22/2022	Gene Brake	ADU, STR, Duplex	13
7	5/12/2022	Joan Hunt	STR, Other	15
8	4/3/2023	Karen Riley	STR	28
9	4/10/2023	Liza Mattana	STR and Fees	30
10	4/24/2023	Yolanda Herr	STR, Other	32
11	5/3/2023	Randy Abrahamson	STR	34

## Beck, Amanda

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**From:** Planning Services Development Code  
**Sent:** Friday, January 21, 2022 3:45 PM  
**To:** Todd Sullivan  
**Subject:** RE: ADU Comments from a Home Builder

Hi Todd,

Thank you for providing public comment concerning the proposed revisions to ADU regulations. This is now part of the public record for the project, and will be shared with the Plan Commission at the public hearing. We really appreciate your insightful and informed comments- in our research we've noticed that trend to increase the size for an ADU.

We are still exploring the range of code alternatives for accessory dwelling units. Plan Commission has another workshop to discuss this as well as duplexes, attached homes, and lot size transitions at their January 26<sup>th</sup> meeting that begins at 2:00 pm. If you're able or interested in attending, [the agenda](#) has the Webex login information. If not, it will be uploaded to the City's [Vimeo](#) soon after the meeting.

Thank you,  
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II  
 509-625-6414 | main 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Todd Sullivan <toddsull@live.com>  
**Sent:** Friday, January 14, 2022 9:19 AM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** ADU Comments from a Home Builder

### [CAUTION - EXTERNAL EMAIL - Verify Sender]

As a home builder in the Spokane, Coeur d'Alene and Hayden region, we have been designing proposed ADU's in the Kootenai County for the last 2 years.

My recommendations that stem from my experience in Kootenai is as follows:

- Increase ADU size to 1,000. This provides an ADU with 2 bedrooms and 1 bathroom. Our typical ADU design will have on bedroom acting as an office.
- Require the ADU to match the primary home roof system. This will minimize chaotic design and integrate better with the property and neighborhood. If not, you will have shed roof ADU's as it's cheap to build and the result will be sheds in the backyard.
  - Drive around Coeur d'Alene and look at all the ADU's that are negatively impact the aesthetics of the neighborhood.
- Require 1 parking spot on the property. This is important as the ADU will likely become a rental or unit for family. Parking on-street creates havoc and congestion.
- Short term rentals are an issue. Coeur d'Alene has numerous ADU's for the AirBnB market. In the summer, it becomes hectic with parties, crowds, etc. The owners use the ADU's as additional revenue sources. An ADU



within walking distance to the lake can produce \$75,000 plus in revenue per year if properly managed. I don't have an opinion if that should be a factor, but it's important to understand.

If interested, I'm always available for comment and discussion.

Thanks,  
Todd Sullivan  
Sullivan Homes  
(208) 755-1017  
[todd@sullivanhomespnw.com](mailto:todd@sullivanhomespnw.com)

Sent from [Mail](#) for Windows

**Gwinn, Nathan**

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**From:** Gwinn, Nathan  
**Sent:** Tuesday, February 22, 2022 4:59 PM  
**To:** 'Antonia DePasquale'  
**Subject:** RE: Housing Ordinance

Good afternoon Toni,

Thanks for your comments. I will combine this with the others and add to the record for the file.

Yes, the Council could ultimately choose to adopt all or part of the amendments. Yes, please send the link.

Nate

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
 509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Antonia DePasquale <depasquale5@yahoo.com>  
**Sent:** Friday, February 18, 2022 8:56 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>  
**Subject:** Re: Housing Ordinance

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Good evening Nate, I was trying to be more supportive and open minded about the ordinance last night. The city of Spokane SEPA notifications are so transparent to the citizens, it is refreshing. In the valley notifications are the size of a piece of paper or found in the newspaper, so there are a lot of folks upset that there are so many apartments that happen so quick there.

Short term rentals folks hate them and they hate him with a passion, well 80% do, the 10-20% that are making a cash love them.

Is that piece of the ordinance to get a little more accountability, so we can do a moratorium or a reduction? At Friday Harbor (is where we are at right now ;- ) there's a moratorium on them and they have to give a pretty high percentage to the San Juan Island Land Trust.

So when Council votes, can they vote on certain pieces of the ordinance? Because there are some pieces that I do support, having more housing opportunities for home ownership. And the parking in back I like! Less curb cuts so we can add more trees & green, I like!

I printed this out a couple months back, you may want to change the language highlighted, it makes it seem like duplexes are only rentals.

Making sure that you're in the know about the legislation Andy Billig is working on about developing on undeveloped space? If not, I can send you a link? We could add 40,000 residents to our downtown if there were more developments: high rise condo, retail, apartments, townhomes penthouse OK too!



Nov. 10, and joint Study Session with City Council on Thursday, Nov. 11.

The Housing Action Plan identified potential first steps necessary to address housing affordability. Following any code revisions, **residents could see new types of housing in their neighborhoods**. For example, one recommendation that could be included is the introduction of small-scale duplex development in areas where single-family houses are more common. A duplex is a building that contains primary homes for two families living independently on a single lot. Additional duplex development would give renters more housing options, increasing overall supply in the community. However, in allowing additional duplex development as part of this first phase of code changes, design standards and neighborhood compatibility will be taken into consideration.

In many established neighborhoods, the City expects little physical change on any given block. But on a larger scale and in growing neighborhoods, **the ability for additional owners or developers to choose to build duplexes, accessory dwelling units, and attached housing is part of a coordinated strategy to provide greater relief and economic opportunity** to residents facing



Sent from my iPhone

On Feb 9, 2022, at 1:47 PM, Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)> wrote:

Good afternoon Toni,

Thanks for your message. I will add it to the public record for the file.

To respond to the question you asked about encouraging ownership, yes, the proposals are designed to work to provide more options for all incomes and both homeownership and rental tenancies. For example, the attached housing (townhouse) proposals involve the possibility of separate fee-simple ownership. Allowing more than two attached houses with a common wall, and potentially smaller attached houses, could be introduced together with the changes to allow duplexes in additional locations, advancing more ownership options for that kind of housing in all neighborhoods.

I am also looking forward to the discussion at the Land Use Committee next week.

Nate

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Antonia DePasquale <[depasquale5@yahoo.com](mailto:depasquale5@yahoo.com)>

**Sent:** Sunday, February 6, 2022 2:43 PM

**To:** Gunderson, Dean <[dgunderson@spokanecity.org](mailto:dgunderson@spokanecity.org)>; Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>; Beggs, Breean <[bbeggs@spokanecity.org](mailto:bbeggs@spokanecity.org)>; Kinnear, Lori <[lkinnear@spokanecity.org](mailto:lkinnear@spokanecity.org)>; Greg Francis <[gfrancis1965@yahoo.com](mailto:gfrancis1965@yahoo.com)>; Robert Flowers <[mr\\_mouse@comcast.net](mailto:mr_mouse@comcast.net)>; Tanya Starkel <[tanya@avenuestonerealestate.com](mailto:tanya@avenuestonerealestate.com)>

**Subject:** Housing Ordinance

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Good Afternoon Council Members, President and interested parties. I hope all had a nice weekend.

In meeting with RNC, members last week, I received a couple follow up e-mails. We have a few concerns about the new proposed housing and infill ordinance:

We all know we need housing, but home/condo/duplex Ownership (not just a rental market) is critical for any community to thrive and get ahead.

Nate, are there any pieces in the ordinance that encourage home ownership (not just rentals)? I also look forward to hearing about the Design Standards proposed at Land Use meeting next Thursday, thank you for coming.

Personally, I am not interested in an ordinance that makes a few rental market investors from Wall Street richer (see link) and I ask that my Council members and President look into this aspect as well, thank you.

<https://youtu.be/cOEZ2Csxxu8>

Thank you for listening,  
Toni Sharkey

Sent from my iPhone

## Beck, Amanda

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**From:** Beck, Amanda  
**Sent:** Thursday, February 24, 2022 1:22 PM  
**To:** Craig Hunt  
**Subject:** RE: support for short term rentals

Hi Craig,

Thanks for your interest in the short-term rental code amendment and the [Shaping Spokane Housing](#) project. I will include your support for the short-term rental code change in the public comment record, which will be shared with Plan Commission at the public hearing.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. So, we're trying to come up with some additional draft code options that might address these concerns, and the interaction of short-term rentals and accessory dwelling units. Once we have additional options we would take them back to Plan Commission for a workshop before the public hearing process.

Thank you,  
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II  
 509-625-6414 | main 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Craig Hunt <craigthunt@gmail.com>  
**Sent:** Tuesday, February 22, 2022 2:36 PM  
**To:** Beck, Amanda <abeck@spokanecity.org>  
**Subject:** support for short term rentals

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hi Amanda,

I'm wondering if you have any updates regarding the proposed allowance for short term rentals in "all" zones? I'm supportive of the proposed change to the code, which would allow short term rental in areas where residential use is already permitted.

Thanks for your time,  
 Craig Hunt

**From:** [John Schram](#)  
**To:** [Planning Services Development Code](#)  
**Subject:** Short term rental reedback  
**Date:** Wednesday, April 6, 2022 11:34:12 AM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Please eliminate all short term rentals in Spokane County. This will immediately free up hundreds of rental units for those that wish to make/keep Spokane their permanent home. Let's employ basic economic principles to increase supply and keep housing in the affordability range. There is already adequate space in our existing hotel inventory for visitors.

John Schram



**From:** [Planning Services Development Code](#)  
**To:** "Will Maupin"  
**Subject:** RE: Shaping Spokane Housing Update Comments  
**Date:** Friday, April 22, 2022 9:37:00 AM

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Hello Mr. Maupin,

Thanks for your comment. I will add it to the public record for the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is tentatively scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced.

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
 509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Will Maupin <willmaupin@gmail.com>  
**Sent:** Thursday, April 21, 2022 12:43 PM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** Shaping Spokane Housing Update Comments

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hello, thank you for updating me on the updates to the city's approach to the housing crisis. What I see from the city is an approach. It's nothing close to a solution.

According to a report on KXLY last night, the average home price in Spokane County increased by \$30k over the past month. ONE MONTH. A friend bought a house on the lower south hill in 2018 for \$220k. Zillow estimates it could go for \$428k today. If \$220k was his max budget today, there are two homes currently listed in Spokane he could afford. Two.

This is a crisis. People who have lived in Spokane for most of their lives, who grew up here, can't afford to live here anymore. I had to re-sign my apartment lease this spring, and my rent increased by 50%. There is an old, cheap motel on 3rd that has been converted to studio apartments leasing for \$1,200+. If you earn the median income for the county, those apartments would take more than 30% of your total income. Respectfully, you can't continue farting around with phase 1.

The longer the city fails to accept this, the worse it will get. Look at the fringes of the city limits now, where development regulations are more lax. What's being built there? Totally unsustainable, completely car-dependent developments that look like the "multifamily housing midsize apartment building" on the graphic in the update, and that's well outside of phase 1.

Those won't even solve the problem, and on top of the help they do provide, they exacerbate other problems like traffic (have you tried getting around the Southgate neighborhood anytime between 2 and 6 p.m. lately?) and climate change. They're a two steps forward, one step back situation.

It's time for big and active change. In the update I saw the word "encourage" once, and it was about townhouses. The city is exploding, cost of living is skyrocketing, and the only thing you're going to "encourage" is a few more townhouses? You're going to "allow" duplexes in more zones? Cool. Go further. Encourage them, too. And then go further than that.

Change the comprehensive plan.

Make owning a surface parking lot in the city center (which looks like swiss cheese from all of those) less appealing than developing it into high density housing. "Encourage" high density urban housing.

Apply the principles of Vancouverism to the Centers and Corridors plan, and expand the plan. Then "encourage" it. In recent years we've seen buildings demolished on the Ruby/Division couplet and be replaced with things like a Panda Express and a sprawling gas station. Encourage density in places like that to the point it would be financially stupid for a developer to build one story nonsense.

Expand where airbnbs are allowed? Ban them all together.

I know there is more red tape and more bureaucratic hurdles to this process than I could ever understand. So I appreciate the fact that this process is underway at all. But I'm frustrated. I grew up here, I've spent almost my entire adult life here, and I can barely afford to stay. I have a good job, and earn good money. Two years ago, before the pandemic hit and this all blew up, I could've bought a good house in a nice neighborhood. The homes I looked at then are being listed now for literally hundreds of thousands of dollars more than they were just two short years ago. Spokane used to lose so many of its best people to bigger, more vibrant cities. Now it's going to start losing those who stayed to places they can afford, like the Tri-Cities or somewhere awful.

Thank you for your work, and know it is appreciated. But please, we need to go so much further.

- Will Maupin

**From:** [Planning Services Development Code](#)  
**To:** [Gene Brake](#)  
**Subject:** RE: Shaping Spokane Housing  
**Date:** Tuesday, April 26, 2022 2:48:00 PM

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Hi Gene,

Thanks for your comment. I will add it to the public record for all of the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced, and I have added the [genebrake.re@gmail.com](mailto:genebrake.re@gmail.com) address to the contact list for notice of future opportunities.

Sincerely,

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
 509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Gene Brake <[genebrake.re@gmail.com](mailto:genebrake.re@gmail.com)>  
**Sent:** Friday, April 22, 2022 10:34 PM  
**To:** Planning Services Development Code <[erapsdc@spokanecity.org](mailto:erapsdc@spokanecity.org)>  
**Subject:** Shaping Spokane Housing

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

I do not support several parts of Phase 1 of the Housing Action Plan. I oppose and will actively work against any effort to expand Short Term Rentals, allow ADUs without the owner occupancy requirement and include duplexes in all Residential zones unless there are some limitations.

All three of these proposals will negatively impact housing availability, promote additional escalating home prices and negatively impact neighborhoods by encouraging out of area investors.

All of these will exacerbate the housing shortage and lead to net loss of affordable housing and more homeless neighbors.

Thank you,  
**Gene Brake**  
[www.genebrake.com](http://www.genebrake.com)

[www.corbinpark.net](http://www.corbinpark.net)

509-981-5555



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**Beck, Amanda**

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**From:** Joan Hunt <craigandjoanhunt@gmail.com>  
**Sent:** Thursday, May 12, 2022 12:44 PM  
**To:** Beck, Amanda  
**Subject:** Re: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks so much, Amanda.

I'm more than willing to contribute anything more if I can; I know this is challenging and efforts are being made to try to address many needs and concerns at once.

I have genuine concern that statements such as those made by Lori Kinnear and Breann Beggs in the recent Inlander article contribute to the public's perception that short term housing use is negatively impacting the local housing supply. Especially "affordable" housing, which is a topic that is in itself complex and I would venture to guess, most of the public does not understand in it's true definition as outlined by HUD.

I am also very concerned that our leadership seems ill-informed as well, and I am writing to Council President Beggs and Members Kinnear and Wilkerson, who are in my district, in an effort to provide my perspective as a small business and rental property owner.

Thank you for your work; I appreciate it as well as your communication.

Sincerely,  
 Joan

On Thu, May 12, 2022 at 12:29 PM Beck, Amanda <[abeck@spokanecity.org](mailto:abeck@spokanecity.org)> wrote:

Hi Joan,

Thank you for providing public comment in support of short-term rental code changes under the [Shaping Spokane Housing](#) project. These comments have been added to the public record, and will be included with the staff report to Plan Commission when a public hearing is scheduled.

You very thoughtfully lay out the complications of being a community landlord, and how the Covid pandemic impacted our housing market the past two years. We appreciate your perspective on this issue as we haven't heard as much on this topic from landlords.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. The City is working to come up with additional draft code options that might address these concerns. Once we have additional options we would take them back to

Plan Commission to workshop the language before the public hearing process. To help inform the workshop, we'll include comments received to date about short-term rentals to aid the Plan Commission in discussion on additional language.

Thanks for your investment and time as a landlord in Spokane.

Thank you,

Amanda

**Amanda Beck, AICP** | City of Spokane | Assistant Planner II

509-625-6414 | *main* 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Joan Hunt <[craigandjoanhunt@gmail.com](mailto:craigandjoanhunt@gmail.com)>  
**Sent:** Thursday, May 12, 2022 9:39 AM  
**To:** Beck, Amanda <[abeck@spokanecity.org](mailto:abeck@spokanecity.org)>  
**Subject:** Support for short term housing changes

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hello, Amanda.

We are writing as property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing can occur or is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill. We also co-own one short term condo unit in a residential area. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. We are neither a solution to homelessness nor a threat to hotels.

Over the last years of the pandemic, property owners, particularly those of us who are small business owners and have a single apartment building with fewer than 10 units, have been hit very hard with the burden of supporting our citizens who are renters by keeping them housed and preventing more homelessness. The state's more than 20-month long rent moratorium, along with the post-pandemic RCW's governing how we may manage our property have left many of us with increased debt, damaged property, lost revenue, legal debt, and now, post-moratorium, the costs of repairing damaged units, or simply doing deferred maintenance on our property during a very high inflationary period. (This, of course, is one reason rents have gone up again...our cost of business has gone up as well.)

Allowing short term housing in a building such as ours that is currently zoned Commercial/RO, would have zero negative impact on our neighborhood, where the bulk of other buildings are also residential units (including one large SNAP apartment building across the street) and allow us to create even more positive impact. Unlike long-term rentals, short term housing allows us to better maintain our property, monitor the use and safety of our units, keep safety risks and damage to a minimum, and actually improve the surrounding neighborhood. We know what it takes to run our business and we feel we should have the ability to decide if short term units would help us, and how many we would need to incorporate in our building to gain that benefit.

Long term residential property management always has challenges, but became particularly difficult during the pandemic. 2 of 8 units in our building housed tenants who stopped paying rent, didn't apply for rent relief, damaged our property, and posed safety risks to others in the building and the construction workers employed on a building renovation next to our property. However, because of the prevailing state moratorium, we could not get an attorney to take our case in order to evict these tenants and even if we could have retained someone, we were told the timeline for the process would be very costly and take about 6 months if they were successful. (These were not frivolous cases; in one case, a gun was fired on two occasions on the property, and in the other, a worker was physically assaulted by our tenant, charges were pressed, and the police took the tenant to jail.) We lost other tenants in our building because of these 2 people, and when we finally were able to get the difficult tenants to vacate, we found thousands of dollars in damage in their units. (Including one broken brand new window; because of supply shortages, we had to wait 3 months just to receive the glass to repair it, which of course meant we had more lost revenue with an empty unit.) We were unable to recover any of the lost rent because the tenants moved, so we didn't qualify for any programs that were available for rent recovery. This is just one story, but there are many like this from other owners as well.

Short term housing can be a way for us to supplement our income to support our properties. I am not talking about drastically increasing our monthly personal income from this, I am speaking about the need for income to simply maintain and pay our bills in order to hold on to our property. Yes, down the road we hope this increased income will become a retirement income, but still very modest by many standards. But what crime is in that - that is, to be responsible for one's own future by maintaining a small, high-quality business?

The State and City continually characterize the disease of homelessness as one that residential rental property owners somehow are responsible for curing, and now the City Council is apparently getting lots of input from those who advocate for the unhoused that changing short term rules will create even more problems, and that it shouldn't be allowed or at least should be heavily restricted or taxed even more. Selecting an arbitrary number of allowed short-term rental units in a building, or increasing fees to implement short term housing in the same, suggests that those making the rules have any idea of the economics of owning and managing a property. The intent of the State, and now our City Council, to lay the burden of homelessness at our feet is unconscionable. This problem has been around and growing since the financial crisis of 2008. Even though Spokane offers an incredible number of support options for homeless individuals, the fact that the City hasn't, even with all the non-profits, been able to come up with viable, LONG-TERM solutions to this issue, is no reason to turn to small property owners to take this burden from them. And it is farce to believe that the problem simply stems from a lack of housing. Restricting short term rentals, and increasing costs for property owners who choose this option is NOT the solution to this complex problem. Recognition is never given to the positive advantages that good quality, long and short-term housing provides in our area.

As small business owners with rental property, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also co-own one short term condo rental unit in a residential area, and we do the same for that business. And in all this, we also pay our utility bills, our mortgages, our property taxes and for the short term rental, our city lodging and business taxes. Anyone who thinks that small business owners are lining their pockets with this work, has either



never had the opportunity to talk with an owner or do this work themselves. I also challenge anyone to suggest that we tell grocery store owners, lawyers, retailers, restaurant owners or other small business owners that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing and legal representation, and therefore these business owners must take on the weight of this problem.

The need for shorter term housing is real; traveling professionals doing contract work, entertainers who come to present the Best of Broadway series, families going through divorce needing housing, persons traveling to Spokane for medical care or visiting loved ones in the hospital, small groups or families traveling together, and travelers coming to spend money on tourism activities in our city are just some examples of people who want and need housing options. Hotels do not provide for the needs of every group. **And for what it may be worth, the taxes short term operators pay to the City are not insignificant.** It is not easy work, but it is satisfying to provide quality housing, to represent our city well, and improve our neighborhoods by our investment in them. We are not the terrible people we are often made out to be in news stories, nor are we mega landlords or absentee owners. (However, many local owners who were forced to sell their small rental properties during the pandemic, did indeed sell to cash investors from out of town...another sad loss created by the State, by legally binding property owners to subsidize non-paying tenants while offering no immediate balance of relief to owners, resulting in property owners who could not pay their bills being forced to sell.)

So often, property owners are cast as terrible "landlords" or "slum lords" while the homeless are cast as victims who have only come to their sad fate through no fault of their own; this is unfair to both groups, as both are diverse groups of individuals with varied needs and desires. This "good people, bad people" dynamic is simply an old trope that doesn't stand up and it is frustrating to read newspaper stories that represent such simplistic images. Of course it sells papers and makes the City look good to continue to engage in these myths (the latest story in [The Inlander](#) and quotes by Council President Beggs and Council Member Lori Kinnear are perfect examples). But the truth is that limiting short term housing, or increasing costs to those of us small owners who want to engage in it, is not a solution.

Obviously, we are in favor of expanding and modernizing the rules of short term housing. Please recognize that this method of housing is needed, it is a help to small business owners like we are, it supports investment in our local community, and it fills a need that does not exist in long term housing or hotels.

The changes brought into play by the pandemic have and will continue to shape the way people live, and it would benefit our community to recognize the larger narrative of how and why that is happening, in order to recognize the value and opportunity available in expanding short term housing options. This needs to happen concurrent with, but not as a threat to devising real, long term solutions to this problem of under housed people. We feel sure there is enough intelligence and imagination in our community to make this happen in the form of a win-win situation.

Thank you for your work on these changes; in our two conversations with individuals in the City Planning Department, we are encouraged by the level of thoughtful, intelligent work that has been done by your department to move this issue forward.

Respectfully,

Joan and Craig Hunt

Spokane

**Beck, Amanda**

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**From:** Joan Hunt <craigandjoanhunt@gmail.com>  
**Sent:** Friday, May 13, 2022 3:21 PM  
**To:** Beggs, Breean  
**Cc:** Kinnear, Lori; Wilkerson, Betsy; Beck, Amanda; Gardner, Spencer  
**Subject:** Re: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning, President Beggs.

Thank you for your reply. I am in agreement that updating the short term rental policies is necessary and I appreciate that all voices will be considered and I look forward to a possible forum.

With regard to your statement about other people just like me who say they see larger impact to adjoining properties - I'm not exactly sure what you mean by "just like me" since I am a property owner and I'm guessing that those who may complain of negative impacts are **not** the owners/operators of short term housing? For my part I can, without a doubt, say that the quality of my experience as an owner, and the safety and quality of life in my building as it relates to those who live there have improved with the addition of shorter term guests. There hasn't been any increase in vehicle traffic or number of people in my building, but the quality of guests are professional, quiet, and there with a specific purpose. They are courteous, follow our house rules, and express appreciation for having pleasant accommodations that suit their needs.

The fact that there are many single-family unregistered/unlicensed properties is interesting; I agree it needs to be remedied. If they are operating in residential zones that already have a pathway for registration, then I believe they should be enforced and I hope that is one area that could potentially be addressed right away, even prior to code changes.

I would not have an issue registering if I were allowed to have a short term unit in my zone, and since I am currently doing a monthly rental, I treat it as I do the long-term leases. However, because of the structure of the platform, we do pay all applicable short-term housing taxes to the city. If those unregistered residences were paying comparable taxes, would those funds, along (with all the other revenue from short-term rentals) be available to put toward your affordable housing fund?

Thanks again for your reply; I know this is a mult-faceted issue and I hope the solutions can address the needs of all.

Joan

On Fri, May 13, 2022 at 7:51 AM Beggs, Breean <[bbeggs@spokanecity.org](mailto:bbeggs@spokanecity.org)> wrote:

Thanks so much Joan. We are attempting to gather all the feedback from as many stakeholders as possible to guide as as we do what is best for the entire City. Your well articulated perspective will be very helpful. Once we have an actual proposal on the table, we will also likely schedule some type of public engagement forum where we can hear from you and others in real time.

I do want to point out that the eviction moratorium imposed by the State expired last year and I don't see it coming back. The City Council also distributed tens of millions of dollars in rental assistance to landlords to mitigate some of the losses they experienced during that moratorium. I also don't see regulation of short term rentals as a solution for homeless individuals, because they need below market housing. I have heard many concerns from people just like you that short term rentals do pose larger impacts to adjoining properties than regular rentals; and, that the loss of market rate housing is making it more difficult for everyday families to find vacant rental housing.

Last I checked, there where almost 800 single family market rate residential units being diverted into short term rentals. Only a fraction of them where actually registered and licensed with the City. It seems appropriate to update our polices and enforcement and I look forward to your continued input.

Best,

Breean Beggs

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**From:** Joan Hunt <[craigandjoanhunt@gmail.com](mailto:craigandjoanhunt@gmail.com)>

**Sent:** Thursday, May 12, 2022 3:54 PM

**To:** Beggs, Breean <[bbeggs@spokanecity.org](mailto:bbeggs@spokanecity.org)>; Kinnear, Lori <[lkinnear@spokanecity.org](mailto:lkinnear@spokanecity.org)>; Wilkerson, Betsy <[bwilkerson@spokanecity.org](mailto:bwilkerson@spokanecity.org)>

**Subject:** Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Council President Beggs, and Council Members Kinnear and Wilkerson,

I am writing in response to the current conversation about changes to the City Code governing short term rentals and specifically to points brought up in the May 5, 2022 article in The Inlander, "Spokane may consider tweaking its Airbnb policy - if it can figure out what the current one is"

My husband and I are property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill in a Commercial/RO zoning. We have been told by City Planning that based on our zone, we can enter into leases of 30 days, but no less, so we have 2 units in our building that we have furnished and offer for extended stays and advertise through Airbnb. We also co-own one condo unit (for the last 9 months), in a residential area northwest of Kendall Yards that is currently a licensed short-term rental advertised through Airbnb. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. **We do**

our best to set our rents at rates that allow us to maintain our property, pay our mortgage and taxes, pay the professionals we have to hire to do work for us, pay our professional property management company, and create some reserve for unexpected expenses, but the economics of that do not make it possible for us to charge 'affordable housing' rates as defined by the local housing authority. So we don't fall into a category of those who, if they set up a short term rental, would be denying affordable housing by doing so.

In the 4 years we've owned the property, we have taken less than \$6500 a year from the property for personal income. In that same time, we have had to make improvements and updates to the interiors of every unit in our building as well as do roof repair and chimney repairs, replace all windows, siding, railings, stairs and decking, and prune large trees. This was because when we purchased the property from my dad's estate, he and my mom had provided low rental rates

(if not officially "affordable housing"), for so long, that they could not manage to keep up with the severe needs of the building, and the deterioration and resulting costs for repair and maintenance were overwhelming. The same tenants who my mom would provide birthday cards and Christmas cakes for, told us they did not report maintenance issues for fear that "our rent would be raised", which is pretty frustrating to hear, but reveals a bit of a not-uncommon mindset that we've encountered with tenants. Two of these tenants lived in the building for more than 20 years each and when we took on the building, we were dismayed at the amount of damage that existed from tenant neglect. We have done this work because we care about it, we believe we are good at it, we enjoy contributing to the neighborhood, and hope that one day it supplements our income. However, if we have an opportunity to make our lives smoother by having the option of diversifying our mix of rental options, and that allows us more income, we would like to take it.

We are also among small property owners who sustained financial losses during the more than 20-month rental moratorium. Specifically we had 2 tenants who stopped paying rent, would not apply for assistance, posed physical threats to others in the building and to workers next door to our building, and whom we could not evict because even with "just cause", no attorney would take our cases during the moratorium. Even if they had, we were told it would be very costly, and because of state laws, would take 6 months or more to go through the process of eviction. When one of these tenants finally went to jail for assaulting a construction worker next door to our building, he decided to flee town after he was released so we got our apartment back. Our cost to repair damage to the unit was \$4000, we had to wait 3 months for the glass to replace a broken window so lost time to re-rent the unit, and the tenant left owing \$2400 in unpaid rent that we could not recover. The other tenant whose "friends" visited her often, and for whom the police and paramedics were called 3 separate times for drug overdoses, and who twice fired a gun on our property, was finally convinced by our property manager to move. She left damages that cost \$3500 to repair and unpaid rent in the amount of \$2200. Because of this one tenant's

behaviour and our inability to evict her, we lost 2 other good tenants, two of whom we let out of their leases without penalty because we also feared for their safety and in good conscience could not expect them to stay when we no longer had the ability to do what was needed to provide a safe environment.

This backstory leads to why we are supportive of opening up other zoning areas to shorter-term units; our property is already being used for residential purposes, it has no negative impact on the neighborhood, we can provide a needed housing opportunity, we have more control over who is in our property, we have the freedom to immediately remove anyone who poses a danger, we have the ability to keep our units maintained by being in them more frequently and cleaning them regularly, the rent money is guaranteed prior to occupancy, we don't have the problem of squatters, and the additional income helps us keep up with rising costs for maintaining our property. With regard to costs, as an example, over the past 4 years our cost to renovate a unit has more than doubled. In 2018 we paid \$22,000 to update a 65 year-old 1 bedroom unit and today it will cost us \$48,000. The economics of keeping up a property, while paying usual costs such as professional management, mortgage, utilities, taxes, and maintenance simply do not allow us to charge the 'affordable housing' rates desired for our underhoused population. If we supplement our long-term rates with the shorter-term ones, it eases our burden and gives us a path toward a more stable business model.

President Beggs, in the Inlander article, you suggest charging additional fees of \$15 per night for short term rentals to fund affordable housing "since these units are taking away affordable housing". How do you know if these units would be priced as affordable housing by the owners if they were long-term housing versus short-term? I am aware of at least 7 studio studio units downtown currently rent for \$1000/month with \$50/month utility costs. And, if someone has to park a car, the rates are \$100/month in lots next to these buildings. If I'm correct, these costs are not consistent with affordable housing. So to assert that all units downtown are going to be affordable housing seems incorrect. Additionally, some of these units that I'm aware of are in very old buildings that have had to have extensive renovation or remodeling work to bring them to code in order for them to be habitable. Especially with inflation and supply chain issues, this is currently extremely costly work. Based on my experience as a business owner, I would guess it is not possible to charge lower rent on these units and be able to justify doing the necessary work to create this housing.

Unless the article is incorrect, it sounds like you may be thinking that needed changes will affect only two categories of persons; "big corporate Airbnb's" and "small-time homeowners renting out their rooms". I am neither of those entities, and my property is not in the downtown core. So to limit my ability to discern what works economically for me in my 8-unit building on the lower South Hill, by creating an ordinance limiting my ability to operate one unit as a short term unit because I already co-own another short term unit across town doesn't address my needs, and seems completely arbitrary; I am curious to know on what economic facts are you basing this suggestion.

Further, Council Member Kinnear, you are quoted as saying "We have almost 800 Airbnbs around"... "almost the same number of homeless in our city". Perhaps this quote is not contextualized correctly, but it sounds like you are saying that short-term housing is the reason 800 persons are unhoused in Spokane. If so, it's hard to believe that anyone who had looked into homelessness and its complexities, and anyone who had talked with rental property owners would be able to make such a correlation. And I personally feel it's a very misleading statement and a disservice to anyone reading this article who really cares about the issues and is looking for guidance about how to take a position on it.

It's also interesting that there is rarely a mention of the fact that beyond "tourism", short-term housing provides a service for a segment of the population for whom hotel stays or long term rentals don't work. Traveling professionals, health-care workers on contract, persons traveling to Spokane for extended health care, or to attend to or visit family members in the hospital for extended time, families who need intermediate housing while in the process of divorce, professionals coming to Spokane to perform in productions such as the Best of Broadway series or youth sports events all need and want options other than hotels. Additionally, those of us who have decided to offer short term housing through Airbnb pay taxes that benefit the region and state, collected and disbursed by Airbnb. From the Airbnb Site:

Airbnb [\*collects and pays\*](#) a number of taxes on your (the owner's) behalf, including:

- *The Washington Combined Sales Tax*
- *Special Host/Motel Tax*
- *Convention and Trade Center Tax*
- *Regional Transit Authority Tax*
- *Tourism Promotion Area Charges in the State of Washington*

*All locally imposed taxes on transient lodging will be collected on reservations in Washington. The Special Hotel/Motel Tax is typically 1-5% of the listing price including any cleaning fees for reservations 29 nights and shorter. Other local taxes vary and are only applicable in certain cities and counties.*

As small business owners who have long-term rentals as well as one short-term, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and

monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also pay our utility bills, our mortgages, our association dues and our property taxes. In our shorter term units, we provide a positive, high-quality, personal experience of Spokane hospitality which reflects well on our city. It is not necessarily always easy work, but it can be meaningful and satisfying.

Over the last 3 years, it seems like the intent of the State, and now our City Council, is to lay the burden of homelessness at our feet. In reality, this problem has been around and growing since the financial crisis of 2007-08, and the resulting fallouts from predatory lending activities have left long-lasting, complex and far-reaching problems that demand significant creativity, collaboration, and ongoing dedication to resolve for the long term. So expecting that private owners of residential rental property could suddenly have the power and responsibility to significantly impact this difficult issue is unfair and naive. Imagine trying to tell grocery store owners, restaurateurs, automobile sellers, lawyers, clothing retailers, or other small business owners who have something to offer the underhoused, that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing, transportation, or legal representation, and therefore these business owners must take on the weight of solving this problem in the way that property owners, especially over the last 3 years, have been asked to.

Please consider the long-term breadth of impact your decision making will have on varied members of this community. The changes brought into play by the historic housing crisis, and then the pandemic, have and will continue to



shape the way people live, work, and engage in community, and we benefit by recognizing the larger narrative of how and why changes are happening, in order to recognize the value and opportunity available in expanding short term housing options. I believe this can happen concurrently with, but not as a threat to devising real, long term solutions to this problem of under housed people, and that it can happen via a win-win situation.

Thank you for your service to our community, and for your willingness to look at this meaningful issue.

Sincerely,

Joan Hunt

**From:** [Planning Services Development Code](#)  
**To:** [Karen Riley](#); [Planning Services Development Code](#)  
**Cc:** [deBit, Donna](#)  
**Subject:** RE: AirBnB  
**Date:** Monday, April 10, 2023 11:21:34 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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Hi Karen,

Thank you for providing public comment about the proposed [Short-term Rental changes](#).

The proposed changes are not meant to keep people from operating a short-term rental if they choose to. One of the main points is to update the code so that properties which are offering vacation rentals without the appropriate business license and permit, or in a zone that currently doesn't allow it, can come into compliance.

Short-term rentals do have an effect on the supply of long-term housing options in our city, but we know that people also use them to say, pay the construction loan for a detached accessory dwelling unit they've built or to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed.

Please feel free to reach out if you have any questions or further comments. We're also holding a virtual open house this week if you would like to join:

**Thursday, April 13, 2023 from 5:30 – 6:30 p.m.**

Participate via video link on your computer:

- [Join meeting on Microsoft Teams](#)
- Meeting ID: 296 703 689 75
- Password: umVE27

Thank you,  
Amanda

**Amanda Beck, AICP** | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Karen Riley <karenriley98@gmail.com>  
**Sent:** Monday, April 3, 2023 3:43 PM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** AirBnB

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Please consider that many people rent out a portion of their home for additional income. That is way different than purchasing a property for the exclusive use as an AirBnB.

**From:** [Planning Services Development Code](#)  
**To:** [Liza Mattana](#); [Planning Services Development Code](#)  
**Cc:** [deBit, Donna](#)  
**Subject:** RE: Airbnb, VRBO city policy discussion  
**Date:** Monday, April 10, 2023 11:34:36 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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Hi Liza,

Thank you for providing public comment about the proposed [Short-term Rental changes](#). The City does charge for short-term rentals (STR), we require a business license and approval of a STR permit, and there is an annual renewal fee if you wish to continue the use. In our proposed changes we are increasing those to make sure we are covering costs.

Short-term rentals do have an effect on the supply of long-term housing options in our city, and we want to prioritize long-term rentals. We recognize that some property owners also utilize STRs to pay back the construction loan for a detached accessory dwelling unit, to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed. So, it's a fine balance of trying to limit the possible negative impact with the possible positive ability to fund new housing units or support existing residents.

Please feel free to reach out if you have any questions or further comments. We will record the open house and post the video on the project webpage (linked above) so you can watch it if you're interested.

And, your comment will be part of the public record once we go to public hearing with the Plan Commission and the City Council.

Thank you,  
Amanda

**Amanda Beck, AICP** | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Liza Mattana <lizamattana@gmail.com>  
**Sent:** Saturday, April 8, 2023 7:29 AM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** Airbnb, VRBO city policy discussion

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hi

I won't be able to make this Thursday but wanted to provide comments

I think the city should charge fees for short term rentals. Not sure how, but i think it should be charged often enough or at a high enough rate that these kinds of rentals are discouraged. Priority for housing should be for city residents. if the impact of fees or taxes isn't felt, investors will buy up inventory further keeping housing out of reach for residents. fees would be used to help make housing more affordable in the city.

Also, another thought...Can the city charge fees to people that own houses in the city that are not their primary residence?? We live on 26th Ave just west of Bernard. On our block we have three houses that are largely unoccupied, except for a few days out of the year. One owner lives in Alaska, one in the west side of Washington and another in California. Can the city tax these properties? Then use the money to offset high rents or other ways to make housing more affordable. I think there is significant money to be gained to help folks. There are several homes, especially in our neighborhood on the south hill, that are unoccupied second, or even third and fourth homes.

Thanks for taking the time to read these comments. Hope it adds to the discussion.

Liza Mattana

453 W 26th Ave, Spokane, WA 99203

**From:** [deBit, Donna](#)  
**To:** [yolanda Herr](#)  
**Subject:** RE: Short Term Rental Code Updates - Housing Action Plan Ph. 2  
**Date:** Monday, April 24, 2023 12:12:00 PM

---

Hi Yolanda,

Thanks for your comment. I'll add your comment to our record for the Short-Term Rental updates. Please feel free to reach out with any questions you may have in the future!

Thank you,



**Donna deBit** | Associate Planner | City of Spokane Development Services Center  
 Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | [spokanecity.org](http://spokanecity.org)

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

***I will be on maternity leave beginning May 15<sup>th</sup>, 2023***

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**From:** yolanda Herr <louiesfarmhome@gmail.com>  
**Sent:** Friday, April 21, 2023 11:25 PM  
**To:** deBit, Donna <ddebit@spokanecity.org>  
**Subject:** Re: Short Term Rental Code Updates - Housing Action Plan Ph. 2

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Have you ever thought that stricter laws to protect home owners would probably have people not be running g toward a short term rental. The current laws are ridiculous and it makes people who have worked hard not trust to rent out their home and help with what you call a problem. I had thus home as a rental but because of your laws they squatted...moved in people not on the lease caused me to spend thousands that I didn't have (law makers seem to think people with rentals are rich. Which is not true) to get them out. . I feel the state has taken their responsibility and pushed it off into rental owners . To allow someone to not pay rent fir half a year and not protect tge owner us horrible...now no one's wants to do this anymore and now you have a problem. Here is an idea make better laws to protect owners and you would not have this problem. There problem fixed. Your welcome!

On Fri, Apr 21, 2023 at 3:19 PM deBit, Donna <[ddebit@spokanecity.org](mailto:ddebit@spokanecity.org)> wrote:

Good afternoon!

You're receiving this email because you have an active City of Spokane Short Term Rental Permit **OR** have had one in the past.

You've likely seen short-term rentals (e.g. Airbnb, VRBO) in the news nationally for their possible impacts on long-term housing supply. In response to how this alternative lodging option has grown in popularity, Planning staff have been working on changes to provide for the orderly and safe provision of short-term rentals in Spokane. **Short-term rentals** are residential units (e.g. bedrooms, basements, entire dwellings) that the property owner rents to a guest for periods of **less than 30 days**.

Currently, short-term rentals (STRs) are only allowed in residential areas of the city and require a permit, which ensures the STR is operated in a safe manner that does not significantly affect the residential nature of the neighborhoods. Operating STRs in non-residential zoning districts changes the building use to a hotel/motel.

**What are the proposed changes under Shaping Spokane Housing?** ([Click to read draft](#))

- Expand where STRs may be located – such as in the downtown core and other non-residential zoning districts. This creates a path to compliance for existing units operating without permits.
- Cap the number of units by structure type. Low-density residential structures (single-family detached homes, duplexes) are limited to one STR unit. Structures with three or more units in residential zones are limited to 20% of the total units being rented out as STRs, and in non-residential zones will be limited to 30% of the total units.
- Establish annual life safety inspections through the Fire Department and require a notarized Life Safety Compliance form for new or renewing permits.
- Permit fees are changing to match the proposed regulation updates:
  - STRs in residential zones will pay \$200 and \$100 for their annual renewal;
  - STRs in non-residential zones will pay \$300 and \$150 for their annual renewal

Existing STRs that have a current permit will be allowed to grandfather their existing units. Those grandfathered permits would not be allowed to add more units, and go further out of compliance with changed regulations, or if the STR use was stopped and a new permit obtained your property would be subject to the new provisions for unit caps. This provision is being added to the proposed changes following comments from public outreach (it is not included in the draft on the website as this is being newly added).

Please feel free to email [DevelopmentCode@spokanecity.org](mailto:DevelopmentCode@spokanecity.org) with any questions related to the proposed changes, or visit our webpage at [HAP Phase 2 - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/HAP-Phase-2)

Thank you!



**Donna deBit** | Associate Planner | City of Spokane Development Services Center

Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | [spokanecity.org](http://spokanecity.org)

*Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW*

***I will be on maternity leave beginning May 15<sup>th</sup>, 2023***





**Spokane Tribe of Indians**  
**Tribal Historic Preservation Office**  
 P.O. Box 100 Wellpinit WA 99040

May 3, 2023

**To:** Amanda Black, Planner II

**RE: Home Action Plan Code Changes Phase 2-Short Term Rentals**

Ms. Beck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project, the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response we concur with recommendations made that the city is requesting "*housing action plan code changes phase 2 -short term rentals*", at this time I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

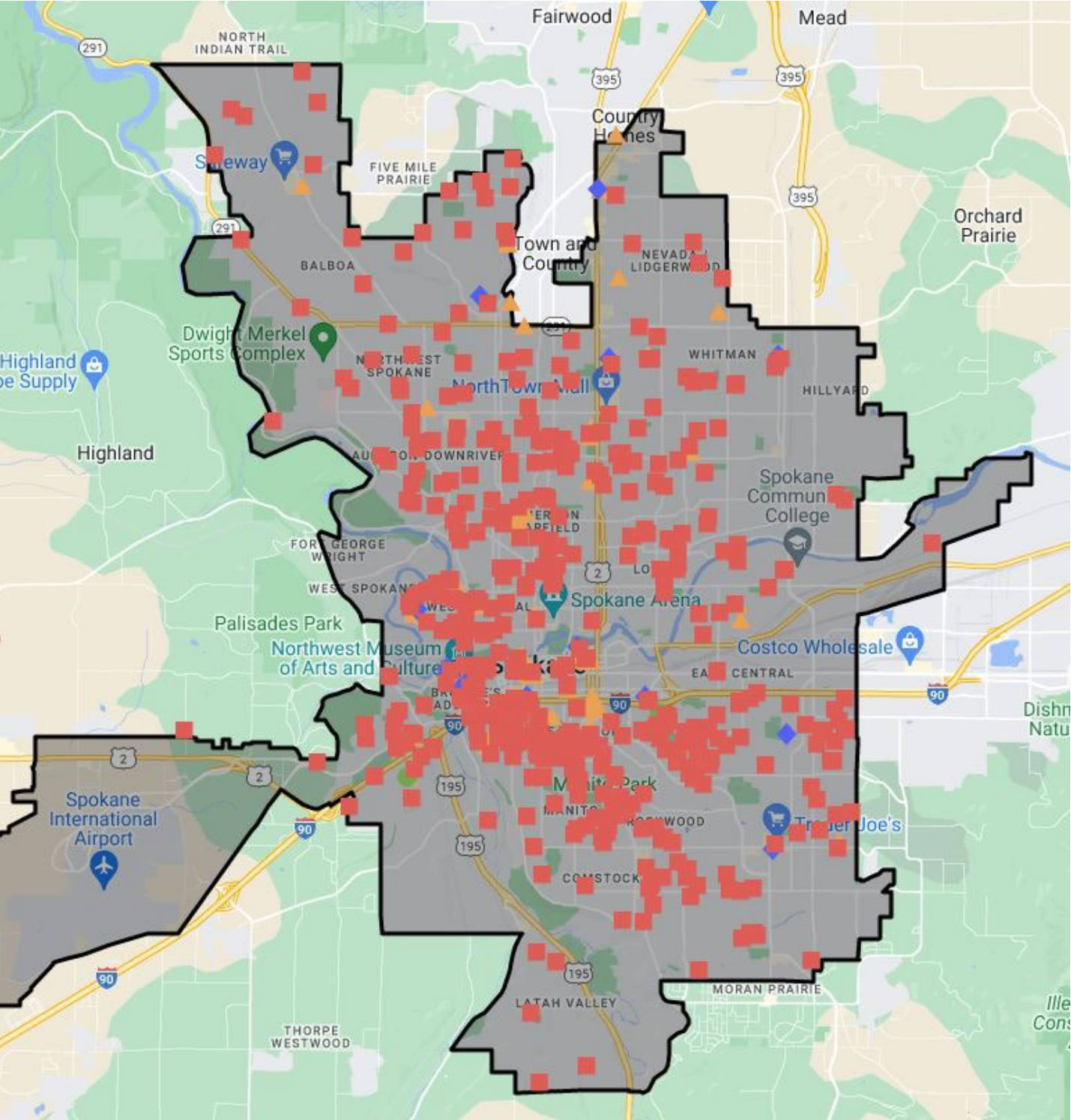
Should additional information become available or scope of work change our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson  
 Tribal Historic Preservation Officer.  
 Spokane Tribe of Indians



**Short-term rentals active as of May 2, 2023**  
**Total active listings: 648**

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## NEIGHBORHOOD GOAL N 1 – THE DOWNTOWN NEIGHBORHOOD.

*Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.*

**Neighborhood Policy N 1.1 – Downtown Development.** *Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.*

Discussion: Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.

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## URBAN DESIGN AND HISTORIC PRESERVATION GOAL DP 4 – DOWNTOWN CENTER VIABILITY.

*Create a vital, livable downtown by maintaining it as the region's economic and cultural center and preserving and reinforcing its historic and distinctly urban character.*

**Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers.** *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Discussion: Increasing the number of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more “eyes-on-the-street.” Supporting investments and opportunities is not only a benefit to developers and property owners, but to the general public as well, which can enjoy a safer, thriving business district.

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## ECONOMIC DEVELOPMENT GOAL ED 3 – STRONG, DIVERSE, AND SUSTAINABLE ECONOMY

*Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.*

**Economic Development Policy ED 3.10 – Downtown Spokane.** *Promote downtown Spokane as the economic and cultural center of the region.*

Discussion: Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

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## ECONOMIC DEVELOPMENT GOAL ED 8 – QUALITY OF LIFE AND THE ENVIRONMENT

*Improve and protect the natural and built environment as assets that attract economic development opportunities and enhance the City of Spokane's quality of life.*

**Economic Development Policy ED 8.3 – Recreation and Tourism Promotion.** *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Discussion: Recreational and tourism business opportunities abound in the Spokane region because of the geographical location and abundance of lakes, streams, and mountains. The Spokane River and Spokane Falls, in particular, are key outdoor recreation and tourism resources for the city.

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#### HOUSING GOAL H 1 – HOUSING CHOICE AND DIVERSITY.

*Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.*

**Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.** *Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.*

Discussion: Single-room occupancy (SRO) housing contains units for occupancy by one person. These units may contain food preparation areas, sanitary facilities, or both. Due to their small size, SRO units are less expensive to rent than regular apartments, so they often serve as the only affordable housing option for many lower-income individuals. Maintaining and increasing the supply of SRO housing is an important part of the lower-income housing market.

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING SHAPING SPOKANE HOUSING TEXT AMENDMENTS  
TO SHORT-TERM RENTALS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Shaping Spokane Housing text amendments. The proposal amends the Unified Development Code (UDC) Chapter 17C.316, Short Term Rentals.

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including a housing element meeting the requirements of RCW 36.70A.070(2).
- B. On July 26, 2021, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City, including the Implementation Plan included as Appendix A that outlines several strategies and policies to address short-term rental units in the City.
- C. The City's civic engagement contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use.
- D. Outreach and public communication began in November 2021, reaching nearly 400 residents, and included the following, among other community touch points:
  - 1. Presentations at the Land Use Subcommittee on November 18, 2021; February 17, 2022; and April 21, 2022;
  - 2. In-person booth at the Riverfront Park Winter Market on December 15 and 22, 2021;
  - 3. Presentation at Community Assembly on January 6, 2022;
  - 4. Presentation at Lincoln Heights Neighborhood Council on January 18, 2022;
  - 5. Virtual open houses on January 25 and 27, 2022;
  - 6. Presentation to the West Hills Neighborhood Council on April 12, 2022;
  - 7. Presentations at University District Development Committee and the West Hills Neighborhood Council on April 12, 2022;
  - 8. In-person booth at the Riverfront Park Spring Market on April 6, 13, 20, and 27, 2022;
  - 9. In-person open house on April 11 and a virtual open house on April 13, 2023; and
  - 10. Inclusion in the Community Assembly agenda packet for June 1, 2023.
- E. Public comment, as well as agency comments, received prior to the May 10, 2023, Plan Commission public hearing were included in the staff report as Exhibit D.

- F. On November 10, 2021, January 12, 2022, February 22, 2023, and April 26, 2023, the Spokane Plan Commission held workshops to discuss draft language, receive updates on draft language and public outreach, and review and evaluate with city staff alternatives to proposed text changes.
- G. On March 2, 2023, the Washington State Department of Commerce and appropriate state agencies received the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. On April 24, 2023, a notice of intent to adopt and request for SEPA agency comments was issued for the draft code pertaining to short-term rentals and the concurrent fee changes. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023. The Spokane Tribe of Indians issued comment noting project actions may require case by case cultural surveys.
- I. A legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023.
- J. The proposed text amendments were drafted and reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.
- K. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.
- L. The Plan Commission held a public hearing on May 10, 2023 to obtain public comments on the proposed amendments.
- M. During deliberations held on May 10, 2023, the Plan Commission voted to modify the proposed text in 17C.316.040.B concerning maximum number of short-term rental units permitted in structures in residential zones. Plan Commission directed staff to allow one or both dwelling units of a duplex to allow a short-term rental. Additionally, Plan Commission directed staff to strike text noting that a short-term rental in an accessory dwelling unit counts towards the maximum short-term rental units permitted. The motion passed unanimously.
  - 1. For the corresponding regulation of maximum short-term rental units in non-residential zones, Plan Commission directed staff to similarly allow one or both units of a duplex to have short-term rental units, and to strike text counting a short-term rental unit in an accessory dwelling unit towards the maximum allowed. This motion passed unanimously.
- N. During deliberations the Plan Commission indicated the preference to remove residential appearance requirements that would require no internal or external alterations that could make a residential structure less residential in nature, instead allowing that to be governed by other sections of the Spokane Municipal Code and directed staff to remove this language. The motion passed unanimously.

Findings of Fact, Conclusion, and Recommendation  
Shaping Spokane Housing Text Amendments to  
Short-term Rentals

1. The corresponding requirement about maintaining the residential nature of a structure was removed for short-term rental units in non-residential zones as well, with Plan Commission noting that such changes would not be impactful in zones that are not residential in nature. The motion passed unanimously.
- O. During deliberations the Plan Commission discussed the proposed notification requirement for short-term rentals in non-residential zones. Given that in the Downtown Core zone, and other zones where lots may be part of a condominium plat or very small, notification to adjacent property owners was deemed onerous on applicants. Plan Commission directed staff to remove the short-term rental notification requirement for permits in non-residential zoning districts. The motion passed unanimously.
- P. Except as otherwise indicated in the above findings, the Spokane Plan Commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- Q. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

## **CONCLUSIONS:**

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

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and non-residential zoning districts.
3. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.
5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted Shaping Spokane goals and policies:
  - a. Neighborhood Goal N 1 – The Downtown Neighborhood;
  - b. Economic Development Policy ED 3.10 – Downtown Spokane;
  - c. Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers;
  - d. Economic Development Policy ED 8.3 – Recreation and Tourism Promotion;
  - e. Housing Goal H 1 – Housing Choice and Diversity;
  - f. Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.



**RECOMMENDATION:**

In the matter of the ordinance pertaining to short-term rentals, amending the Unified Development Code of the City of Spokane;

As based on the above listed findings and conclusions, the Spokane Plan Commission takes the following actions:

1. By a unanimous vote, recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Chapter 17C.316, Short Term Rentals.
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

*Greg Francis*

[Greg Francis \(May 18, 2023 21:29 PDT\)](#)

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**Greg Francis, President**  
**Spokane Plan Commission**

May 18, 2023


# 2023-05-10\_PC Findings and Conclusions\_STRs

Final Audit Report

2023-05-19

Created:	2023-05-18
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-8P6Ne4-8E93aJONRYiQ9dS04enxxdCI

## "2023-05-10\_PC Findings and Conclusions\_STRs" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)  
2023-05-18 - 3:54:33 PM GMT- IP address: 174.165.162.230
-  Document emailed to gfrancis@spokanecity.org for signature  
2023-05-18 - 3:54:59 PM GMT
-  Email viewed by gfrancis@spokanecity.org  
2023-05-19 - 4:28:17 AM GMT- IP address: 73.225.178.203
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis  
2023-05-19 - 4:29:56 AM GMT- IP address: 73.225.178.203
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)  
Signature Date: 2023-05-19 - 4:29:58 AM GMT - Time Source: server- IP address: 73.225.178.203
-  Agreement completed.  
2023-05-19 - 4:29:58 AM GMT

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/24/2023

**Clerk's File #**

ORD C36392

**Renews #****Submitting Dept**

PLANNING &amp; ECONOMIC

**Cross Ref #****Contact Name/Phone**

AMANDA BECK X6414

**Project #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - SHORT-TERM RENTALS FEES CODE AMENDMENTS

**Agenda Wording**

Code amendments to Chapter 08 SMC for concurrent fee updates to short-term rentals.

**Summary (Background)**

Proposed amendments to short-term rental regulations aligned with strategies outlined in the Housing Action Plan and the City Council Implementation Plan. Proposal revises Chapter 17C.316; amends Sections 08.02.034, 08.02.066, 08.08.010; and adopts a new section 08.02.090. The proposed draft code has been developed to update permitting requirements in line with monitoring data to reflect the current utilization of this accessory land use.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Council Notifications****Dept Head**

GARDNER, SPENCER

**Study Session\Other**

Study session 3/14/23;

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CP Beggs &amp; CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

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smacdonald@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

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tpalmquist@spokanecity.org

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tblack@spokanecity.org



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**

abeck@spokanecity.org

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jchurchill@spokanecity.org

## **ORDINANCE NO. C36392**

AN ORDINANCE relating to fees on short-term rentals and short-term rental platforms; amending Spokane Municipal Code (SMC) Sections 08.02.034, 08.02.066, and 08.08.010; adopting a new section 08.02.090 to chapter 08.02 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, Council Resolution Res. 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, Housing Action Plan (HAP) Strategy B5 calls on the city to, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement;” and

WHEREAS, in adopting Res. 2021-0062 the City Council outlined several code amendments and permit processes that the City should enact regulating short-term rentals, namely City Council HAP Implementation Plan Strategies 1.5; 2.6, and 2.7; and

WHEREAS, the proposed regulations create a balanced system of permitting the short-term rental use in all zoning districts in proportion with their potential effect on surrounding properties and infrastructure, and updating permit and inspection fees such that the Spokane Municipal Code is capturing the increased demand for this type of lodging, and tracking short-term rental units, permits, and renewals to ensure the health and safety of the public; and

WHEREAS multiple studies, including papers published in the Journal of Urban Economics and research from the National Bureau of Economic Research, have established that short term rentals have an affect on housing prices and rental rates; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this ordinance, avoiding any unconstitutional taking of private property; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That SMC section 08.02.034 is amended to read as follows:

**Section 08.02.034 Fire Code**

**A. Storage Tanks.**

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
  - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
  - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

**B. Installation of Fire Protection/Detection Equipment.**

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

<b>BID AMOUNT (Valuation)</b>	<b>PERMIT FEE</b>	<b>PLAN CHECK FEE</b>
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2,047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730

\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.
3. Penalty.  
Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.
4. Fee Refunds.  
The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.
5. Valuation.  
The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.
6. Inspections.  
The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:

- a. sprinkler systems,
- b. standpipe systems,
- c. alarm systems,
- d. rangehood systems,
- e. inert gas extinguishing systems,
- f. spray booths, and

2. Nineteen dollars for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
<b>A</b>	<b>0 – 1,500</b>	<b>\$44</b>
<b>B</b>	<b>1,501 – 3,000</b>	
<b>C</b>	<b>3,001 – 5,000</b>	
<b>D</b>	<b>5,001 – 7,500</b>	
<b>E</b>	<b>7,501 – 10,000</b>	



<b>F</b>	<b>10,001 – 12,500</b>	<b>\$202</b>
<b>G</b>	<b>12,501 – 15,000</b>	
<b>H</b>	<b>15,001 – 17,500</b>	
<b>I</b>	<b>17,501 – 20,000</b>	
<b>J</b>	<b>20,001 – 30,000</b>	
<b>K</b>	<b>30,001 – 40,000</b>	<b>\$355</b>
<b>L</b>	<b>40,001 – 50,000</b>	
<b>M</b>	<b>50,001 – 60,000</b>	
<b>N</b>	<b>60,001 – 70,000</b>	
<b>O</b>	<b>70,001 – 100,000</b>	
<b>P</b>	<b>100,001 – 150,000</b>	<b>\$512</b>
<b>Q</b>	<b>150,001 – 200,000</b>	
<b>R</b>	<b>Over 200,000</b>	

**E. Reinspections.**

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

**F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments**

for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 2: That SMC section 08.02.066 is amended to read as follows:

### **Section 08.02.066 Zoning**

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.
- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
  - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
  - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.

- P. Short Term Rental Permit – ~~((Type A))~~ In residential zones: ~~((One))~~ Two hundred ~~((fifty))~~ dollars. The annual renewal for a ~~((Type A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type B))~~ In all other zones: ~~((Four thousand five hundred ninety))~~ three hundred dollars. The annual renewal for a ~~((Type B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 3: Adopting a new section SMC 08.02.090 to read as follows:

### **Section 08.02.090 Short-term Rental License Fee**

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

- A. Platforms shall pay \$2.00 per night booked through the Platform.
- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.

Section 4: That SMC section 08.08.010 is amended to read as follows:

### **08.08.010 Tax Levied**

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.

**PASSED BY THE CITY COUNCIL ON** \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

<b>To:</b>	City Plan Commission	
<b>Subject:</b>	Shaping Spokane Housing: Housing Action Plan Code Changes Phase 2 for Short-term Rentals	
<b>Staff Contact:</b>	Amanda Beck, AICP Planner II (509) 625-6414 <a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a>	Donna deBit, AICP Senior Planner (509) 625-6637 <a href="mailto:ddebit@spokanecity.org">ddebit@spokanecity.org</a>
<b>Report Date:</b>	May 4, 2023	
<b>Hearing Date:</b>	May 10, 2023	
<b>Recommendation:</b>	Approval	

## I. SUMMARY

These City-initiated text amendments are proposed to update the Spokane Municipal Code according to strategies outlined in the adopted Spokane Housing Action Plan and the City Council Implementation Plan. Proposed draft code would revise Chapter 17C.316, Short Term Rentals; amend Sections 08.02.034, Fire Code; 08.02.066, Zoning; and 08.08.010, Tax Levied; and adopt a new section 08.02.090, Short-term Rental License Fee. The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data to inform updates that reflect the current utilization of this accessory land use.

## II. BACKGROUND

The 2021 Washington legislative session substantially amended the housing-related provisions of the Growth Management Act (GMA) through House Bill [HB 1220](#). Changes strengthened the GMA housing goal from “encourage the availability of affordable housing to all economic segments of the population” to “plan for and accommodate housing affordable to all economic segments of the population of this state.” The GMA housing goal still retains additional objectives to “promote a variety of residential densities and housing types, and encourage the preservation of existing housing stock.”

Approved in July 2021, the City adopted its [Housing Action Plan](#) (Res. 2021-0062) to guide implementation of policies within the Comprehensive Plan by identifying strategies to achieve our community’s housing needs and objectives. Spokane’s Housing Action Plan (HAP) identifies actions that the City and community partners can enact to encourage more housing options that create more homes for more people. The first phase of code changes acting on HAP strategies updated development requirements for accessory dwelling units, short plat notifications, and lot size transitions (Ords. C36224, C36225, and C36226). Continuing that work, city staff have drafted a comprehensive update of Chapter 17C.316 as well as related fees contained in Chapter 08 of the Spokane Municipal Code. The proposed changes are also guided by the City Council’s HAP [Implementation Plan](#).

This staff reports reviews the proposed code revisions for Phase 2 of the Housing Action Plan code amendments started in 2021. The code changes specifically align with the below noted HAP strategy about short-term rentals, and the City Council implementation actions.

- Housing Action Plan Strategy A3, “Continue to streamline and simplify changes to the City’s permit process, as necessary.”
- Housing Action Plan Strategy B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”
- City Council Implementation Plan Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- City Council Implementation Plan Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- City Council Implementation Plan Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

### III. PROCESS

#### DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City’s Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

#### ROLE OF THE CITY PLAN COMMISSION

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

#### ROLE OF CITY COUNCIL

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission’s recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

## COMMUNITY ENGAGEMENT

As a follow-up to the Housing Action Plan (HAP), engagement efforts for Shaping Spokane Housing have built upon the extensive community outreach conducted for the HAP. Emphasis was placed on reaching existing permit holders, development stakeholders, and tourism stakeholders such as the Spokane Hotel and Motel Association. Outreach included an in-person and virtual open house, project webpage, and inclusion in the Shaping Spokane Housing newsletter that is delivered to over 350 stakeholders. A summary of engagement and outreach activities can be found in **Exhibit C**.

Below is a list of the major outreach and engagement activities held for short-term rentals under the Shaping Spokane Housing project:

- “[Next Steps for Housing Action Plan Implementation](#)” blog published on November 11, 2021
- Project webpage, <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>, has been kept up to date with information about Plan Commission workshops, project progress, and public hearings.
- Presentation at the Land Use Subcommittee on November 18, 2021;
- Tabling at the Winter Market on December 15 and 22, 2021;
- Presentation at Community Assembly on January 6, 2022;
- Presentation to the Lincoln Heights Neighborhood Council on January 18, 2022;
- Virtual open houses on January 25 and 27, 2022;
- Presentation at the Land Use Subcommittee on February 17, 2022, and April 21, 2022;
- Presentation to the West Hills Neighborhood Council on April 12, 2022;
- Presentation to the University District Public Development Authority on April 12, 2022;
- Tabling at the Spring Market on April 6, 13, 20, and 27, 2022;
- In-person open house on April 11 and a virtual open house on April 13, 2023;
- Inclusion in the Community Assembly agenda packet for June 1, 2023;
- [Educational videos](#) shared in the City’s Community Update e-newsletter, on official City social media channels, and available on project webpage; and
- Updates in the Shaping Spokane Housing newsletter, sent to over 350 stakeholders.

The planning team has provided updates on the proposed code changes to elected and appointed officials, as well as to staff from other City departments and interested agencies.

- Regular meetings with Development Services Center staff to review proposed code language and potential implementation considerations, including the Fire Marshall and Building Official;
- Plan Commission workshop presentations on January 12, 2022; February 22, 2023; and April 26, 2023; and
- City Council study sessions on February 10 and May 5, 2022; and March 16, 2023.

## PUBLIC NOTIFICATION AND SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance. Noted below are the public noticing activities:

- Notice of Intent to Adopt submitted to the Department of Commerce (March 2, 2023)
- Notice of Intent to Adopt pursuant to 17G.025.010 SMC, which included the SEPA Checklist, emailed to City departments, Local, County, Tribal, and State contacts (April 24, 2023)
- SEPA Determination of Non-significance (DNS) issued (April 24, 2023), the comment period ended on May 9, 2023
- Notice of Public Hearing for the Plan Commission was published in the *Spokesman-Review* on April 26 and May 3, 2023.

## COMMENTS RECEIVED

Written comments received by the planning department by 12:00 p.m. on May 3 are included in **Exhibit D**.

## IV. ANALYSIS

### PROPOSAL DESCRIPTION

These City-initiated text amendments are proposed to update regulation of short-term rentals, or vacation rentals, according to strategies outlined in the adopted Spokane [Housing Action Plan](#) and the City Council [Implementation Plan](#). The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data reflecting the current utilization of this accessory land use, and aiding in updating regulations.

This proposal will amend Spokane Municipal Code: Section 17C.316.010, Purpose; 17C.316.020, Description and Definitions; 17C.316.030, Where These Regulations Apply; 17C.316.040 Type A Short-Term Rentals; 17C.316.050 Type B Short-Term Rentals; 17C.316.060, Monitoring; and 17C.316.070, Pre-Established Bed and Breakfast Facilities.

Additional amendments are being made to inspection fees for annual life safety compliance, updating permitting fees to align with proposed updated regulation of STRs, a proposed per night license fee, and a code clean up to clarify that an existing lodging excise tax also applies to short-term rentals. Those Spokane Municipal Code Sections are 08.02.034, Fire Code; 08.02.066, Zoning; 08.08.010, Tax Levied; and adopting a new section 08.02.090, Short-term Rental License Fee.

See **Exhibit A** for the draft ordinance with strike-through text and proposed changes.

### SHORT-TERM RENTALS

The Spokane Municipal Code defines a short-term rental (STR) as “where a residential dwelling unit or bedrooms in a residential unit are rented to overnight guests for fewer than 30 days.” STRs are also defined with the 30-day limit in RCW 64.37.010. Currently, this accessory residential use is only permitted in residential zoning districts (RA, RSF, RTF, RMF, RHD).

Changes to chapter 17C.316 SMC respond to Strategies A3 and B5 of the Housing Action Plan, and the Strategies 1.5, 2.6, and 2.7. The changes proposed would:

- To improve permitting compliance, allow short-term rentals in all zoning districts where residential uses are permitted. This would create a path to compliance for the over 600 short-term rentals that are operating outside of current regulations.
- Differential between a property owner and a short-term rental operator.



- Recognize the potential difference in impacts to adjacent properties and therefore regulate STRs based on whether they are in a residential zone or any other zone, such as Downtown Core (DTC) or Community Business (CB).
- Only allow STRs in conforming residential or mixed-use buildings, and for the latter it must occupy the residential units within a mixed-use building.
- Propose a unit cap:
  - An accessory dwelling unit counts towards the maximum unit allowance on a lot.
  - For residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 20 percent of total units being allowed as short-term rentals.
  - For non-residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 30 percent of total units being allowed as short-term rentals.
- For structures that are fire sprinklered, or not required to by Building or Fire Code, they will no longer be required to complete the Change of Use process. Any permit wishing to go beyond the 30 percent cap in non-residential zones would be required to complete the Change of Use process to ensure life and safety of all occupants of the structure.
- For active permit holders, they will be allowed to continue their short-term rental permit as a grandfathered use. Any lapse of the permit, or an attempt to expand beyond the units or size approved in the permit will not be allowed.
- A notarized Life Safety Compliance form will be required to show egress and safety requirements.
- Annual inspections will be required for renewal.

## **PERMITTING AND INSPECTION FEES**

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To ensure that residents and guests are able to enjoy a safe visit while in the City, a requirement to complete an annual fire safety inspection is proposed. The fire inspectors will evaluate structures for compliance with both Building and Fire Code requirements, such as working smoke detectors, appropriate egress, and possible exiting hazards. To cover the staff costs of these additional inspections completed by the City's fire inspectors, the Fire Department would charge an inspection fee of \$105 per hour.

Also, to match the proposed changes of short-term rentals in residential zones versus non-residential zones, the permit fees in Section 08.02.066 have been modified from the Type A permit of \$150 and a \$100 annual renewal, to a residential STR permit of \$200 and the existing renewal fee. Type B STR permits, which functioned as sort of bed and breakfasts in what uses were allowed, are a Type III Conditional Use Permit and cost \$4,590 for the permit with a \$100 annual renewal fee. To mirror new language of vacation rentals in non-residential zones, this section has been amended to a permit fee of \$300 and maintains the \$100 renewal fee.

Acknowledging the continuing housing crisis, and the growing body of research that shows the correlation of increased short-term rental units and increases in both house and rental prices and a decrease in housing supply, staff have proposed a per night fee to offset the effect short-term rentals have on the City's legitimate interest in ensuring there is enough housing within city boundaries. As taxing authority is limited by the Legislature, a \$2.00 per night license fee to be collected by the vacation rental platform, and then reported and remitted to the Department of Revenue is being proposed. Vacation rental platforms that operate in the State of Washington are required to be licensed and registered to do business within the state, and the Department of Revenue already manages and disperses the lodging tax that vacation rental platforms are required to collect as well.

While not a fee, staff have completed a related code clean up in Section 08.08.010, Tax Levied, to clarify that the transient accommodations excise tax also applies to short-term rentals meeting the applicable requirements. Per RCW 67.28.181, the City may levy that tax so long as the total excise tax imposed is limited to 2 percent, or not greater than 12 percent when combined with all other taxes.

Applicable taxes paid for short-term rental uses include a 9 percent lodging tax for a lodging business that has less than 40 lodging units, and the 2 percent excise tax. Clarifying that short-term rentals are subject to that excise tax helps to ensure that competition from short-term rentals does not negatively impact the hotels and motels in the city, which pay separate lodging taxes of 8.8 percent, a special hotel/motel and convention and trade center tax of 3.3 percent, and the \$4 per unit per night assessment under the Tourism Promotion Area agreement between the County and the City.

Code language relating to taxes and fees will not be considered by Plan Commission. Information on the taxes and fees relating to the proposed update is included for informational purposes and is subject to change prior to Council action.

The proposed fee changes encompass:

- Annual inspections will be conducted by fire inspectors, similar to other inspections completed for permits issued by the Development Services Center.
- To ensure the Fire Department's budget is made whole given additional inspections being required, the existing fire inspection fee of \$105 per hour will also be charged for short-term rental inspections.
- Update short-term rental permit fees:
  - Type A becomes STRs in residential zones;  
Currently a \$150 permit and \$100 renewal, proposed to be \$200 permit and \$100 renewal.
  - Type B becomes STRs in non-residential zones  
Currently a Type III Conditional Use Permit costing \$4,590 and a \$100 renewal, proposed to be reduced to a \$300 permit and \$100 renewal.
- Vacation rental platforms will be required to collect a \$2.00 per night license fee for all short-term rental units within the City of Spokane, and then remit these fees on a quarterly basis to the Department of Revenue. This would be in addition to the lodging tax already imposed on short-term rentals.

## IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following each criteria. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G). Excerpts of the applicable goals and policies, and their Comprehensive Plan discussion points, are contained in **Exhibit F**.

## 17G.025.010(G) APPROVAL CRITERIA

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1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan.

**Neighborhood Goal N 1 – The Downtown Neighborhood.** Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.

**Economic Development Policy ED 3.10 – Downtown Spokane.** Promote downtown Spokane as the economic and cultural center of the region.

**Staff Analysis:** Vacation rental platform monitoring by the City's contracted consultant, Granicus, has provided data that clearly shows a predominance of short-term rentals available for booking in the downtown (see **Exhibit E**). The proposed changes of where short-term rentals are permitted aligns the municipal code with the actual usage occurring, while also supporting the variety of choices visitors have for accommodations when visiting the City. Creating a path to compliance for those units operating in downtown ensures visitor safety, a variety of accommodations, and generates permit fees to pay for increased monitoring and compliance from city staff. The proposed code changes support the downtown as the primary economic and cultural center of the region. Allowing short-term rental units in downtown helps to provide the downtown area with a market support base for its retail, services, restaurants, and entertainment venues.

**Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers.** Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.

**Economic Development Policy ED 8.3 – Recreation and Tourism Promotion.** Promote the region's outdoor amenities, recreational opportunities and tourism.

**Staff Analysis:** Increasing the number of people in the downtown area provides the necessary number of patrons to maintain a healthy business climate, thereby increases the tax base and making more funds available for the provision of public facilities and services. More people in downtown also increase street level activity and can lessen crime by having more "eyes-on-the-street." Feedback from the development community has indicated that some area developers wish to utilize short-term rentals as a mechanism to finance projects, either as a revenue stream to repay construction loans, or as a revenue stream that can allow them to subsidize long-term market rate units within the same project. While they do have an impact on the long-term housing supply, short-term rentals can also help support infill investments in the downtown to encourage more housing, and therefore more people, and create a more vibrant regional center.

**Housing Goal H 1 – Housing Choice and Diversity.** Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

**Staff Analysis:** The values of the Housing chapter are grounded around maintaining affordable housing, developing a good mix of housing types, encouraging housing for low-income residents, and preserving existing housing. Proposed short-term rental code changes recognize that staff have heard anecdotal evidence of property owners not renewing long-term leases in favor of making more money from short-term rentals, and as such a unit cap has been built into the proposed changes. By limiting the number of short-term rentals that are permitted in residential zones, the proposed code changes attempt to limit the impact of this accessory land use on the long-term housing supply for current and future residents. To limit potential impacts to surrounding residential properties, the proposed code allows short-term rentals in other zoning districts, such

as the Downtown Core, where the intensity of development and activities more easily absorbs more people or a shorter turnover of stays. The changes to how STRs are regulated clarifies the intent that the use is allowed, but is meant to be accessory in nature and not therefore the predominant use in the City's numerous neighborhoods.

***Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.***

**Staff Analysis:** The foundation of the goals and policies within the Comprehensive Plan were developed with the public's input during the Spokane Horizons public participation process began in 1995, to ultimately shape the 2001 version of the document. While vacation rentals were a use at this time, they had not spread beyond early adoption, and so this type of accessory land use was not one the Comprehensive Plan contemplated. While there are differences between a single-room occupancy structure and a short-term rental, they do share the crucial feature of short stays and for a different price point than a traditional hotel or motel. Because of the transient element to both single-room occupancies and short-term rentals, they do share some overlap. As discussed above, the development community has indicated that the ability to utilize some short-term rental units to finance infill development of housing or mixed-use buildings balances the impact this accessory use has on long-term housing with the need to fund more housing.

**2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.**

**Staff Analysis:** The proposed amendments closely follow guidance in State law, the Housing Action Plan, and the City Council HAP Implementation Plan. Changes to how and where short-term rentals are regulated will require that STRs are completing life and safety compliance forms, clarifies a process to ensure that residents or guests are staying in a safe structure, and as necessary structure improvements are required to comply with Building and Fire Code. These changes are consistent with the Comprehensive Plan and statutes protecting public health, safety, and the environment.

## **V. CONCLUSION**

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

## VI. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval, approval with modification, or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

## VII. LIST OF EXHIBITS

- A. Proposed Draft Text
- B. SEPA Determination of Non-Significance
- C. Public Participation Summary
- D. Public and Agency Comments
- E. Short-term Rental Location Map
- F. Related Comprehensive Plan Goals and Policies

## Spokane Municipal Code Title 17C.316 Short Term Rentals DRAFT TEXT

### SHORT-TERM RENTALS

Section 17C.316.010 Purpose .....	2
Section 17C.316.020 ((Description and)) Definitions .....	2
Section 17C.316.030 Where These Regulations Apply .....	3
Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones .....	3
Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones .....	8
Section 17C.316.060 Monitoring and Life Safety Review .....	11
Section 17C.316.070 Pre-Established Bed and Breakfast Facilities .....	11

### Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

### Section 17C.316.020 ~~((Description and))~~ Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are ~~is~~ rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. ~~There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.~~
1. ~~Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
2. ~~Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to~~ Chapter 17G.060 Land Use Application Procedures.
- B. ~~Definitions. For purposes of this chapter, the following words have the following meanings:~~
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short-term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.
- ~~((2))~~ C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.

- ~~((3))~~ D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

### Section 17C.316.030 Where These Regulations Apply

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed, limited, or conditional uses, short-term rentals may be regulated ~~either~~ as a Retail Sales and Service use ~~or as hotel/motel~~ if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

### Section 17C.316.040 ~~((Type A))~~ Short-Term Rentals in Residential Zones

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ~~((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040 C below.))~~ A short-term rental is an administrative permit.
- ~~((2. Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single-Family Residence;~~
  - ~~b. Attached house;~~



- ~~c. Duplex;~~
  - ~~d. Apartments;~~
  - ~~e. Condominiums; and~~
  - ~~f. Accessory dwelling unit.~~
  - ~~g. Manufactured Homes))~~
- 2. No commercial meetings are permitted to be held in conjunction with use of a short-term rental.
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.
  - 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
  - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
    - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
    - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
    - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
  - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B))~~ C. Standards. ~~((The following standards apply to Type A short-term rentals. Adjustments are))~~ A variance to the following standards is prohibited.
  - 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
  - 2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
    - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
    - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.

- i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.
- ~~((2))~~ 3. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
  - c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;
  - d. Meets current fire code requirements;
  - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3))~~ 4. Number of ~~((overnight))~~ residents and guests. The total number of ~~((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom))~~ of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4))~~ 5. ~~((Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.))~~ Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.
  - a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
  - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of additional on-site parking, commercial-type exterior lighting, and signage.
- ~~((5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
6. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
7. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.
- ~~((C.))~~ D. ~~((Type A Short Term Rental Permit))~~ Permit Required. The owner of a ~~((Type A))~~ short-term rental must obtain a permit ~~((from the Planning and Development Services Department))~~. The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ~~((, and document that the required notification requirements have been met:))~~
  1. Notification. ~~((The owner must:))~~

- a. The owner or operator must ~~((Prepare))~~ prepare a notification letter that:
  - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
  - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~
  - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
  - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
  - ~~((c. Proof of property insurance covering the property.))~~
  - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
  - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
  - ~~((f.))~~ e. A site plan and floor plan.
  - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ~~((Type A))~~ Short-Term Rental Permit. A ~~((Type A))~~ short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ~~((in chapter 4.04 SMC))~~ for failure to comply with the regulations of this chapter.
  1. ~~((In addition a))~~ A permit may be revoked for activities on site ~~((including))~~ such as nuisances, littering, or public disturbance as listed under Title 10 SMC ~~((under Chapter 10.08 Offences Against Public Health\_Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).~~
  2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
  3. When a ~~((Type A))~~ short-term rental permit has been revoked, a new ~~((Type A))~~ short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.
2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

**Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones**

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.
- ~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~
- ~~2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single Family Residence;~~
  - ~~b. Attached house;~~
  - ~~c. Duplex;~~
  - ~~d. Apartments;~~
  - ~~e. Condominiums; and~~
  - ~~f. Accessory dwelling unit. Manufactured Homes))~~
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.
- 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
  - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
    - a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
    - b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.
    - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
  - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B.))~~ C. Standards.
- ~~((1. Maximum size. Maximum set through conditional use review.))~~
- 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Accessory dwelling units. A short-term rental use may be established on a lot with an accessory dwelling unit and owner occupancy is not required.
- ~~((2-))~~ 3. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
- a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;
  - b. Meets current fire code requirements;
  - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3-))~~ 4. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hiring service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~
- ~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~
- ~~6 Commercial meetings.~~
- a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~
    - i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~
  - b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~
  - c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~
- ~~((7))~~ 4. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.

- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
  - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of ~~((more than paving or required setbacks))~~ additional on-site parking, ((and)) commercial-type exterior lighting, and commercial signage.
- ~~((8))~~ 5. Parking. See Spokane Municipal Code Chapter 17C.230 Parking and Loading.
- ~~((9))~~ 6. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.
- D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.
  - 1. Notification.
    - a. The owner or operator must prepare a notification letter that:
      - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
      - ii. Includes information on how to contact the owner or operator by phone.
    - b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
  - 2. Required information for permit.
    - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
    - b. A short-term rental application and permit fee established by SMC 08.02.066.
    - c. A copy of the owner's current City of Spokane business license.
    - d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
    - e. A site plan and floor plan.
    - f. A completed and notarized Life Safety Compliance form.
- E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in Chapter 04.04 SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.
  - 1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under Title 10 SMC.

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160](#).
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

#### **Section 17C.316.060 Monitoring and Life Safety Review**

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

#### **Section 17C.316.070 Pre-Established Bed and Breakfast Facilities**

- ~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A](#).)~~
- ~~((B.))~~ Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.



**Spokane Municipal Code Chapter 08.02 Fees and Charges**  
**DRAFT TEXT**

**INSPECTION AND PERMITTING FEES**

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## **Section 08.02.034 Fire Code**

### **A. Storage Tanks.**

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
  - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
  - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

### **B. Installation of Fire Protection/Detection Equipment.**

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

<b>BID AMOUNT (Valuation)</b>	<b>PERMIT FEE</b>	<b>PLAN CHECK FEE</b>
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2,047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

#### C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
  - a. sprinkler systems,
  - b. standpipe systems,
  - c. alarm systems,
  - d. rangehood systems,
  - e. inert gas extinguishing systems,

- f. spray booths, and
- 2. Nineteen dollars for private fire hydrants.
- D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
<b>A</b>	<b>0 – 1,500</b>	<b>\$44</b>
<b>B</b>	<b>1,501 – 3,000</b>	
<b>C</b>	<b>3,001 – 5,000</b>	
<b>D</b>	<b>5,001 – 7,500</b>	
<b>E</b>	<b>7,501 – 10,000</b>	
<b>F</b>	<b>10,001 – 12,500</b>	<b>\$202</b>
<b>G</b>	<b>12,501 – 15,000</b>	
<b>H</b>	<b>15,001 – 17,500</b>	
<b>I</b>	<b>17,501 – 20,000</b>	
<b>J</b>	<b>20,001 – 30,000</b>	

<b>K</b>	<b>30,001 – 40,000</b>	<b>\$355</b>
<b>L</b>	<b>40,001 – 50,000</b>	
<b>M</b>	<b>50,001 – 60,000</b>	
<b>N</b>	<b>60,001 – 70,000</b>	
<b>O</b>	<b>70,001 – 100,000</b>	
<b>P</b>	<b>100,001 – 150,000</b>	<b>\$512</b>
<b>Q</b>	<b>150,001 – 200,000</b>	
<b>R</b>	<b>Over 200,000</b>	

**E. Reinspections.**

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

**F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.**

**Section 08.02.066 Zoning**

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.

- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
  - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
  - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.
- P. Short Term Rental Permit – ~~((Type-A))~~ In residential zones: ((One)) Two hundred ~~((fifty))~~ dollars. The annual renewal for a ~~((Type-A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type-B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type-B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

### **Section 08.02.090 Short-term Rental License Fee**

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

A. Platforms shall pay \$2.00 per night booked through the Platform.

- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.



## Spokane Municipal Code Chapter 08.08 Lodging Tax DRAFT TEXT

### LODGING EXCISE TAX

Section 08.08.010 Tax Levied .....	20
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#### Section 08.08.010 Tax Levied

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.



## NONPROJECT DETERMINATION OF NONSIGNIFICANCE

**FILE NO(s):** Housing Action Plan Code Changes Phase 2 – Short-term Rentals

**PROPONENT:** City of Spokane

### DESCRIPTION OF PROPOSAL:

Continuing the series of City initiated development code amendments to the Unified Development Code (UDC) under the [Shaping Spokane Housing](#) program, city staff have prepared a new draft code amendment that updates Chapter 17C.316, Short-term Rentals. Given that for sale and for rent housing units have been constrained locally for the past several years, the proposed code amendment takes action on the following Housing Action Plan strategy:

- B5, "Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement."

As well as the following City Council HAP Implementation Plan strategies:

- Strategy 1.5, "Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws."
- Strategy 2.6, "Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units."
- Strategy 2.7, "Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance."

A concurrent code amendment will increase inspection fees to cover annual fire inspections for life and safety purposes, as outlined in 08.02.034 SMC, as well as updating zoning permit fees in 08.02.066. Clarification on excise tax collection will be added to Section 08.08.010, and a new Section 08.08.025, Short-term Rental Platform Fee, will be added with these amendments.

This proposal will amend Spokane Municipal Code (SMC): 17C.316.010, 17C.316.020; 17C.316.030; 17C.316.040; 17C.316.050; and 17C.316.060 to update regulations with the changing nature of short-term rental uses and to create a path to compliance for existing units operating without a permit. Concurrent amendments to fees will be made in Sections 08.02.034 and 08.02.066, as well as Section 08.08.010 and adding a new Section 08.08.025, Short-term Rental Platform Fee. The exact amendments to the code are available online at the following address: <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** This proposal has a City-wide impact

**LEAD AGENCY:** City of Spokane




**DETERMINATION:**

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- ☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 12:00 p.m. on May 9, 2023 if they are intended to alter the DNS.**

\*\*\*\*\*

<b>Responsible Official:</b> Spencer Gardner	<b>Position/Title:</b> Director, Planning Services
<b>Address:</b> 808 W. Spokane Falls Blvd., Spokane, WA 99201	<b>Phone:</b> 509-625-6097
<b>Date Issued:</b> <u>April 24, 2023</u>	<b>Signature:</b> <u></u>

\*\*\*\*\*

Date	Name/Event
11/18/2021	Land Use Committee of the Community Assembly
12/12/2021	Plan Commission workshop
12/17 & 12/22/2021	Winter Market at Riverfront Park (approximately 120 visitors)
1/6/2022	Community Assembly
1/18/2022	Lincoln Heights Neighborhood Council
1/25 & 1/27/2022	Virtual Open Houses (respectively, 29 and 35 participants)
2/10/2022	City Council study session
2/17/2022	Land Use Committee of the Community Assembly
4/6, 4/13, 4/20, 4/27/2022	Spring Market at Riverfront Park (approximately 190 visitors)
4/12/2022	University District Public Development Authority
4/12/2022	West Hills Neighborhood Council
4/21/2022	Land Use Committee of the Community Assembly
5/05/2022	City Council study session
2/22/2023	Plan Commission workshop
3/16/2023	City Council study session
4/11 & 4/13/2023	In-person and Virtual Open Houses (approximately 7 participants)
4/26/2023	Plan Commission workshop
6/1/2023	Community Assembly agenda packet inclusion

**Substantive Public Comments Received as of 05/03/2023**

	<b>Date</b>	<b>Name</b>	<b>Topic(s)</b>	<b>Page</b>
1	1/14/2022	Todd Sullivan	ADU size, ADU parking, Short-term rentals	2
2	2/18/2022	Toni Sharkey	SEPA, Short-term rentals, Duplexes, Attached Homes	3
3	2/22/2022	Craig Hunt	Short-term rentals (STR)	9
4	4/6/2022	John Schram	Short-term rentals, Duplexes, Attached Homes	10
5	4/21/2022	Will Maupin	Code changes for housing	11
6	4/22/2022	Gene Brake	ADU, STR, Duplex	13
7	5/12/2022	Joan Hunt	STR, Other	15
8	4/3/2023	Karen Riley	STR	28
9	4/10/2023	Liza Mattana	STR and Fees	30
10	4/24/2023	Yolanda Herr	STR, Other	32
11	5/3/2023	Randy Abrahamson	STR	34

## Beck, Amanda

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**From:** Planning Services Development Code  
**Sent:** Friday, January 21, 2022 3:45 PM  
**To:** Todd Sullivan  
**Subject:** RE: ADU Comments from a Home Builder

Hi Todd,

Thank you for providing public comment concerning the proposed revisions to ADU regulations. This is now part of the public record for the project, and will be shared with the Plan Commission at the public hearing. We really appreciate your insightful and informed comments- in our research we've noticed that trend to increase the size for an ADU.

We are still exploring the range of code alternatives for accessory dwelling units. Plan Commission has another workshop to discuss this as well as duplexes, attached homes, and lot size transitions at their January 26<sup>th</sup> meeting that begins at 2:00 pm. If you're able or interested in attending, [the agenda](#) has the Webex login information. If not, it will be uploaded to the City's [Vimeo](#) soon after the meeting.

Thank you,  
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II  
 509-625-6414 | *main* 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Todd Sullivan <toddsull@live.com>  
**Sent:** Friday, January 14, 2022 9:19 AM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** ADU Comments from a Home Builder

### [CAUTION - EXTERNAL EMAIL - Verify Sender]

As a home builder in the Spokane, Coeur d'Alene and Hayden region, we have been designing proposed ADU's in the Kootenai County for the last 2 years.

My recommendations that stem from my experience in Kootenai is as follows:

- Increase ADU size to 1,000. This provides an ADU with 2 bedrooms and 1 bathroom. Our typical ADU design will have on bedroom acting as an office.
- Require the ADU to match the primary home roof system. This will minimize chaotic design and integrate better with the property and neighborhood. If not, you will have shed roof ADU's as it's cheap to build and the result will be sheds in the backyard.
  - Drive around Coeur d'Alene and look at all the ADU's that are negatively impact the aesthetics of the neighborhood.
- Require 1 parking spot on the property. This is important as the ADU will likely become a rental or unit for family. Parking on-street creates havoc and congestion.
- Short term rentals are an issue. Coeur d'Alene has numerous ADU's for the AirBnB market. In the summer, it becomes hectic with parties, crowds, etc. The owners use the ADU's as additional revenue sources. An ADU

within walking distance to the lake can produce \$75,000 plus in revenue per year if properly managed. I don't have an opinion if that should be a factor, but it's important to understand.

If interested, I'm always available for comment and discussion.

Thanks,  
Todd Sullivan  
Sullivan Homes  
(208) 755-1017  
[todd@sullivanhomespnw.com](mailto:todd@sullivanhomespnw.com)

Sent from [Mail](#) for Windows

**Gwinn, Nathan**

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**From:** Gwinn, Nathan  
**Sent:** Tuesday, February 22, 2022 4:59 PM  
**To:** 'Antonia DePasquale'  
**Subject:** RE: Housing Ordinance

Good afternoon Toni,

Thanks for your comments. I will combine this with the others and add to the record for the file.

Yes, the Council could ultimately choose to adopt all or part of the amendments. Yes, please send the link.

Nate

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
 509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Antonia DePasquale <depasquale5@yahoo.com>  
**Sent:** Friday, February 18, 2022 8:56 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>  
**Subject:** Re: Housing Ordinance

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Good evening Nate, I was trying to be more supportive and open minded about the ordinance last night. The city of Spokane SEPA notifications are so transparent to the citizens, it is refreshing. In the valley notifications are the size of a piece of paper or found in the newspaper, so there are a lot of folks upset that there are so many apartments that happen so quick there.

Short term rentals folks hate them and they hate him with a passion, well 80% do, the 10-20% that are making a cash love them.

Is that piece of the ordinance to get a little more accountability, so we can do a moratorium or a reduction? At Friday Harbor (is where we are at right now ;- ) there's a moratorium on them and they have to give a pretty high percentage to the San Juan Island Land Trust.

So when Council votes, can they vote on certain pieces of the ordinance? Because there are some pieces that I do support, having more housing opportunities for home ownership. And the parking in back I like! Less curb cuts so we can add more trees & green, I like!

I printed this out a couple months back, you may want to change the language highlighted, it makes it seem like duplexes are only rentals.



Making sure that you're in the know about the legislation Andy Billig is working on about developing on undeveloped space? If not, I can send you a link? We could add 40,000 residents to our downtown if there were more developments: high rise condo, retail, apartments, townhomes penthouse OK too!



Nov. 10, and joint Study Session with City Council on Thursday, Nov. 11.

The Housing Action Plan identified potential first steps necessary to address housing affordability. Following any code revisions, **residents could see new types of housing in their neighborhoods**. For example, one recommendation that could be included is the introduction of small-scale duplex development in areas where single-family houses are more common. A duplex is a building that contains primary homes for two families living independently on a single lot. Additional duplex development would give renters more housing options, increasing overall supply in the community. However, in allowing additional duplex development as part of this first phase of code changes, design standards and neighborhood compatibility will be taken into consideration.

In many established neighborhoods, the City expects little physical change on any given block. But on a larger scale and in growing neighborhoods, **the ability for additional owners or developers to choose to build duplexes, accessory dwelling units, and attached housing is part of a coordinated strategy to provide greater relief and economic opportunity** to residents facing



Sent from my iPhone

On Feb 9, 2022, at 1:47 PM, Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)> wrote:

Good afternoon Toni,

Thanks for your message. I will add it to the public record for the file.

To respond to the question you asked about encouraging ownership, yes, the proposals are designed to work to provide more options for all incomes and both homeownership and rental tenancies. For example, the attached housing (townhouse) proposals involve the possibility of separate fee-simple ownership. Allowing more than two attached houses with a common wall, and potentially smaller attached houses, could be introduced together with the changes to allow duplexes in additional locations, advancing more ownership options for that kind of housing in all neighborhoods.

I am also looking forward to the discussion at the Land Use Committee next week.

Nate

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Antonia DePasquale <[depasquale5@yahoo.com](mailto:depasquale5@yahoo.com)>

**Sent:** Sunday, February 6, 2022 2:43 PM

**To:** Gunderson, Dean <[dgunderson@spokanecity.org](mailto:dgunderson@spokanecity.org)>; Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>; Beggs, Breean <[bbeggs@spokanecity.org](mailto:bbeggs@spokanecity.org)>; Kinnear, Lori <[lkinnear@spokanecity.org](mailto:lkinnear@spokanecity.org)>; Greg Francis <[gfrancis1965@yahoo.com](mailto:gfrancis1965@yahoo.com)>; Robert Flowers <[mr\\_mouse@comcast.net](mailto:mr_mouse@comcast.net)>; Tanya Starkel <[tanya@avenuestonerealestate.com](mailto:tanya@avenuestonerealestate.com)>

**Subject:** Housing Ordinance

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Good Afternoon Council Members, President and interested parties. I hope all had a nice weekend.

In meeting with RNC, members last week, I received a couple follow up e-mails. We have a few concerns about the new proposed housing and infill ordinance:

We all know we need housing, but home/condo/duplex Ownership (not just a rental market) is critical for any community to thrive and get ahead.

Nate, are there any pieces in the ordinance that encourage home ownership (not just rentals)? I also look forward to hearing about the Design Standards proposed at Land Use meeting next Thursday, thank you for coming.

Personally, I am not interested in an ordinance that makes a few rental market investors from Wall Street richer (see link) and I ask that my Council members and President look into this aspect as well, thank you.

<https://youtu.be/cOEZ2Csxxu8>

Thank you for listening,  
Toni Sharkey

Sent from my iPhone

## Beck, Amanda

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**From:** Beck, Amanda  
**Sent:** Thursday, February 24, 2022 1:22 PM  
**To:** Craig Hunt  
**Subject:** RE: support for short term rentals

Hi Craig,

Thanks for your interest in the short-term rental code amendment and the [Shaping Spokane Housing](#) project. I will include your support for the short-term rental code change in the public comment record, which will be shared with Plan Commission at the public hearing.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. So, we're trying to come up with some additional draft code options that might address these concerns, and the interaction of short-term rentals and accessory dwelling units. Once we have additional options we would take them back to Plan Commission for a workshop before the public hearing process.

Thank you,  
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II  
 509-625-6414 | main 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Craig Hunt <craigthunt@gmail.com>  
**Sent:** Tuesday, February 22, 2022 2:36 PM  
**To:** Beck, Amanda <abeck@spokanecity.org>  
**Subject:** support for short term rentals

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hi Amanda,

I'm wondering if you have any updates regarding the proposed allowance for short term rentals in "all" zones? I'm supportive of the proposed change to the code, which would allow short term rental in areas where residential use is already permitted.

Thanks for your time,  
 Craig Hunt

**From:** [John Schram](#)  
**To:** [Planning Services Development Code](#)  
**Subject:** Short term rental reedback  
**Date:** Wednesday, April 6, 2022 11:34:12 AM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Please eliminate all short term rentals in Spokane County. This will immediately free up hundreds of rental units for those that wish to make/keep Spokane their permanent home. Let's employ basic economic principles to increase supply and keep housing in the affordability range. There is already adequate space in our existing hotel inventory for visitors.

John Schram

**From:** [Planning Services Development Code](#)  
**To:** "Will Maupin"  
**Subject:** RE: Shaping Spokane Housing Update Comments  
**Date:** Friday, April 22, 2022 9:37:00 AM

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Hello Mr. Maupin,

Thanks for your comment. I will add it to the public record for the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is tentatively scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced.

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
 509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Will Maupin <willmaupin@gmail.com>  
**Sent:** Thursday, April 21, 2022 12:43 PM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** Shaping Spokane Housing Update Comments

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hello, thank you for updating me on the updates to the city's approach to the housing crisis. What I see from the city is an approach. It's nothing close to a solution.

According to a report on KXLY last night, the average home price in Spokane County increased by \$30k over the past month. ONE MONTH. A friend bought a house on the lower south hill in 2018 for \$220k. Zillow estimates it could go for \$428k today. If \$220k was his max budget today, there are two homes currently listed in Spokane he could afford. Two.

This is a crisis. People who have lived in Spokane for most of their lives, who grew up here, can't afford to live here anymore. I had to re-sign my apartment lease this spring, and my rent increased by 50%. There is an old, cheap motel on 3rd that has been converted to studio apartments leasing for \$1,200+. If you earn the median income for the county, those apartments would take more than 30% of your total income. Respectfully, you can't continue farting around with phase 1.

The longer the city fails to accept this, the worse it will get. Look at the fringes of the city limits now, where development regulations are more lax. What's being built there? Totally unsustainable, completely car-dependent developments that look like the "multifamily housing midsize apartment building" on the graphic in the update, and that's well outside of phase 1.

Those won't even solve the problem, and on top of the help they do provide, they exacerbate other problems like traffic (have you tried getting around the Southgate neighborhood anytime between 2 and 6 p.m. lately?) and climate change. They're a two steps forward, one step back situation.

It's time for big and active change. In the update I saw the word "encourage" once, and it was about townhouses. The city is exploding, cost of living is skyrocketing, and the only thing you're going to "encourage" is a few more townhouses? You're going to "allow" duplexes in more zones? Cool. Go further. Encourage them, too. And then go further than that.

Change the comprehensive plan.

Make owning a surface parking lot in the city center (which looks like swiss cheese from all of those) less appealing than developing it into high density housing. "Encourage" high density urban housing.

Apply the principles of Vancouverism to the Centers and Corridors plan, and expand the plan. Then "encourage" it. In recent years we've seen buildings demolished on the Ruby/Division couplet and be replaced with things like a Panda Express and a sprawling gas station. Encourage density in places like that to the point it would be financially stupid for a developer to build one story nonsense.

Expand where airbnbs are allowed? Ban them all together.

I know there is more red tape and more bureaucratic hurdles to this process than I could ever understand. So I appreciate the fact that this process is underway at all. But I'm frustrated. I grew up here, I've spent almost my entire adult life here, and I can barely afford to stay. I have a good job, and earn good money. Two years ago, before the pandemic hit and this all blew up, I could've bought a good house in a nice neighborhood. The homes I looked at then are being listed now for literally hundreds of thousands of dollars more than they were just two short years ago. Spokane used to lose so many of its best people to bigger, more vibrant cities. Now it's going to start losing those who stayed to places they can afford, like the Tri-Cities or somewhere awful.

Thank you for your work, and know it is appreciated. But please, we need to go so much further.

- Will Maupin



**From:** [Planning Services Development Code](#)  
**To:** [Gene Brake](#)  
**Subject:** RE: Shaping Spokane Housing  
**Date:** Tuesday, April 26, 2022 2:48:00 PM

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Hi Gene,

Thanks for your comment. I will add it to the public record for all of the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced, and I have added the [genebrake.re@gmail.com](mailto:genebrake.re@gmail.com) address to the contact list for notice of future opportunities.

Sincerely,

**Nathan Gwinn, AICP** | Assistant Planner | Planning & Development  
 509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

Residential Development Code amendments project webpage: [my.spokanecity.org/projects/shaping-spokane-housing](http://my.spokanecity.org/projects/shaping-spokane-housing)

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**From:** Gene Brake <[genebrake.re@gmail.com](mailto:genebrake.re@gmail.com)>  
**Sent:** Friday, April 22, 2022 10:34 PM  
**To:** Planning Services Development Code <[erapsdc@spokanecity.org](mailto:erapsdc@spokanecity.org)>  
**Subject:** Shaping Spokane Housing

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

I do not support several parts of Phase 1 of the Housing Action Plan. I oppose and will actively work against any effort to expand Short Term Rentals, allow ADUs without the owner occupancy requirement and include duplexes in all Residential zones unless there are some limitations.

All three of these proposals will negatively impact housing availability, promote additional escalating home prices and negatively impact neighborhoods by encouraging out of area investors.

All of these will exacerbate the housing shortage and lead to net loss of affordable housing and more homeless neighbors.

Thank you,  
**Gene Brake**  
[www.genebrake.com](http://www.genebrake.com)

[www.corbinpark.net](http://www.corbinpark.net)

509-981-5555



601 W 1<sup>st</sup> Ave, Ste 1400  
Spokane, WA 99201

"IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct."

**Beck, Amanda**

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**From:** Joan Hunt <craigandjoanhunt@gmail.com>  
**Sent:** Thursday, May 12, 2022 12:44 PM  
**To:** Beck, Amanda  
**Subject:** Re: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks so much, Amanda.

I'm more than willing to contribute anything more if I can; I know this is challenging and efforts are being made to try to address many needs and concerns at once.

I have genuine concern that statements such as those made by Lori Kinnear and Breann Beggs in the recent Inlander article contribute to the public's perception that short term housing use is negatively impacting the local housing supply. Especially "affordable" housing, which is a topic that is in itself complex and I would venture to guess, most of the public does not understand in it's true definition as outlined by HUD.

I am also very concerned that our leadership seems ill-informed as well, and I am writing to Council President Beggs and Members Kinnear and Wilkerson, who are in my district, in an effort to provide my perspective as a small business and rental property owner.

Thank you for your work; I appreciate it as well as your communication.

Sincerely,  
 Joan

On Thu, May 12, 2022 at 12:29 PM Beck, Amanda <[abeck@spokanecity.org](mailto:abeck@spokanecity.org)> wrote:

Hi Joan,

Thank you for providing public comment in support of short-term rental code changes under the [Shaping Spokane Housing](#) project. These comments have been added to the public record, and will be included with the staff report to Plan Commission when a public hearing is scheduled.

You very thoughtfully lay out the complications of being a community landlord, and how the Covid pandemic impacted our housing market the past two years. We appreciate your perspective on this issue as we haven't heard as much on this topic from landlords.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. The City is working to come up with additional draft code options that might address these concerns. Once we have additional options we would take them back to

Plan Commission to workshop the language before the public hearing process. To help inform the workshop, we'll include comments received to date about short-term rentals to aid the Plan Commission in discussion on additional language.

Thanks for your investment and time as a landlord in Spokane.

Thank you,

Amanda

**Amanda Beck, AICP** | City of Spokane | Assistant Planner II

509-625-6414 | *main* 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Joan Hunt <[craigandjoanhunt@gmail.com](mailto:craigandjoanhunt@gmail.com)>  
**Sent:** Thursday, May 12, 2022 9:39 AM  
**To:** Beck, Amanda <[abeck@spokanecity.org](mailto:abeck@spokanecity.org)>  
**Subject:** Support for short term housing changes

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hello, Amanda.

We are writing as property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing can occur or is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill. We also co-own one short term condo unit in a residential area. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. We are neither a solution to homelessness nor a threat to hotels.

Over the last years of the pandemic, property owners, particularly those of us who are small business owners and have a single apartment building with fewer than 10 units, have been hit very hard with the burden of supporting our citizens who are renters by keeping them housed and preventing more homelessness. The state's more than 20-month long rent moratorium, along with the post-pandemic RCW's governing how we may manage our property have left many of us with increased debt, damaged property, lost revenue, legal debt, and now, post-moratorium, the costs of repairing damaged units, or simply doing deferred maintenance on our property during a very high inflationary period. (This, of course, is one reason rents have gone up again...our cost of business has gone up as well.)

Allowing short term housing in a building such as ours that is currently zoned Commercial/RO, would have zero negative impact on our neighborhood, where the bulk of other buildings are also residential units (including one large SNAP apartment building across the street) and allow us to create even more positive impact. Unlike long-term rentals, short term housing allows us to better maintain our property, monitor the use and safety of our units, keep safety risks and damage to a minimum, and actually improve the surrounding neighborhood. We know what it takes to run our business and we feel we should have the ability to decide if short term units would help us, and how many we would need to incorporate in our building to gain that benefit.

Long term residential property management always has challenges, but became particularly difficult during the pandemic. 2 of 8 units in our building housed tenants who stopped paying rent, didn't apply for rent relief, damaged our property, and posed safety risks to others in the building and the construction workers employed on a building renovation next to our property. However, because of the prevailing state moratorium, we could not get an attorney to take our case in order to evict these tenants and even if we could have retained someone, we were told the timeline for the process would be very costly and take about 6 months if they were successful. (These were not frivolous cases; in one case, a gun was fired on two occasions on the property, and in the other, a worker was physically assaulted by our tenant, charges were pressed, and the police took the tenant to jail.) We lost other tenants in our building because of these 2 people, and when we finally were able to get the difficult tenants to vacate, we found thousands of dollars in damage in their units. (Including one broken brand new window; because of supply shortages, we had to wait 3 months just to receive the glass to repair it, which of course meant we had more lost revenue with an empty unit.) We were unable to recover any of the lost rent because the tenants moved, so we didn't qualify for any programs that were available for rent recovery. This is just one story, but there are many like this from other owners as well.

Short term housing can be a way for us to supplement our income to support our properties. I am not talking about drastically increasing our monthly personal income from this, I am speaking about the need for income to simply maintain and pay our bills in order to hold on to our property. Yes, down the road we hope this increased income will become a retirement income, but still very modest by many standards. But what crime is in that - that is, to be responsible for one's own future by maintaining a small, high-quality business?

The State and City continually characterize the disease of homelessness as one that residential rental property owners somehow are responsible for curing, and now the City Council is apparently getting lots of input from those who advocate for the unhoused that changing short term rules will create even more problems, and that it shouldn't be allowed or at least should be heavily restricted or taxed even more. Selecting an arbitrary number of allowed short-term rental units in a building, or increasing fees to implement short term housing in the same, suggests that those making the rules have any idea of the economics of owning and managing a property. The intent of the State, and now our City Council, to lay the burden of homelessness at our feet is unconscionable. This problem has been around and growing since the financial crisis of 2008. Even though Spokane offers an incredible number of support options for homeless individuals, the fact that the City hasn't, even with all the non-profits, been able to come up with viable, LONG-TERM solutions to this issue, is no reason to turn to small property owners to take this burden from them. And it is farce to believe that the problem simply stems from a lack of housing. Restricting short term rentals, and increasing costs for property owners who choose this option is NOT the solution to this complex problem. Recognition is never given to the positive advantages that good quality, long and short-term housing provides in our area.

As small business owners with rental property, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also co-own one short term condo rental unit in a residential area, and we do the same for that business. And in all this, we also pay our utility bills, our mortgages, our property taxes and for the short term rental, our city lodging and business taxes. Anyone who thinks that small business owners are lining their pockets with this work, has either

never had the opportunity to talk with an owner or do this work themselves. I also challenge anyone to suggest that we tell grocery store owners, lawyers, retailers, restaurant owners or other small business owners that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing and legal representation, and therefore these business owners must take on the weight of this problem.

The need for shorter term housing is real; traveling professionals doing contract work, entertainers who come to present the Best of Broadway series, families going through divorce needing housing, persons traveling to Spokane for medical care or visiting loved ones in the hospital, small groups or families traveling together, and travelers coming to spend money on tourism activities in our city are just some examples of people who want and need housing options. Hotels do not provide for the needs of every group. **And for what it may be worth, the taxes short term operators pay to the City are not insignificant.** It is not easy work, but it is satisfying to provide quality housing, to represent our city well, and improve our neighborhoods by our investment in them. We are not the terrible people we are often made out to be in news stories, nor are we mega landlords or absentee owners. (However, many local owners who were forced to sell their small rental properties during the pandemic, did indeed sell to cash investors from out of town...another sad loss created by the State, by legally binding property owners to subsidize non-paying tenants while offering no immediate balance of relief to owners, resulting in property owners who could not pay their bills being forced to sell.)

So often, property owners are cast as terrible "landlords" or "slum lords" while the homeless are cast as victims who have only come to their sad fate through no fault of their own; this is unfair to both groups, as both are diverse groups of individuals with varied needs and desires. This "good people, bad people" dynamic is simply an old trope that doesn't stand up and it is frustrating to read newspaper stories that represent such simplistic images. Of course it sells papers and makes the City look good to continue to engage in these myths (the latest story in The Inlander and quotes by Council President Beggs and Council Member Lori Kinnear are perfect examples). But the truth is that limiting short term housing, or increasing costs to those of us small owners who want to engage in it, is not a solution.

Obviously, we are in favor of expanding and modernizing the rules of short term housing. Please recognize that this method of housing is needed, it is a help to small business owners like we are, it supports investment in our local community, and it fills a need that does not exist in long term housing or hotels.

The changes brought into play by the pandemic have and will continue to shape the way people live, and it would benefit our community to recognize the larger narrative of how and why that is happening, in order to recognize the value and opportunity available in expanding short term housing options. This needs to happen concurrent with, but not as a threat to devising real, long term solutions to this problem of under housed people. We feel sure there is enough intelligence and imagination in our community to make this happen in the form of a win-win situation.

Thank you for your work on these changes; in our two conversations with individuals in the City Planning Department, we are encouraged by the level of thoughtful, intelligent work that has been done by your department to move this issue forward.

Respectfully,

Joan and Craig Hunt

Spokane



**Beck, Amanda**

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**From:** Joan Hunt <craigandjoanhunt@gmail.com>  
**Sent:** Friday, May 13, 2022 3:21 PM  
**To:** Beggs, Breean  
**Cc:** Kinnear, Lori; Wilkerson, Betsy; Beck, Amanda; Gardner, Spencer  
**Subject:** Re: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning, President Beggs.

Thank you for your reply. I am in agreement that updating the short term rental policies is necessary and I appreciate that all voices will be considered and I look forward to a possible forum.

With regard to your statement about other people just like me who say they see larger impact to adjoining properties - I'm not exactly sure what you mean by "just like me" since I am a property owner and I'm guessing that those who may complain of negative impacts are **not** the owners/operators of short term housing? For my part I can, without a doubt, say that the quality of my experience as an owner, and the safety and quality of life in my building as it relates to those who live there have improved with the addition of shorter term guests. There hasn't been any increase in vehicle traffic or number of people in my building, but the quality of guests are professional, quiet, and there with a specific purpose. They are courteous, follow our house rules, and express appreciation for having pleasant accommodations that suit their needs.

The fact that there are many single-family unregistered/unlicensed properties is interesting; I agree it needs to be remedied. If they are operating in residential zones that already have a pathway for registration, then I believe they should be enforced and I hope that is one area that could potentially be addressed right away, even prior to code changes.

I would not have an issue registering if I were allowed to have a short term unit in my zone, and since I am currently doing a monthly rental, I treat it as I do the long-term leases. However, because of the structure of the platform, we do pay all applicable short-term housing taxes to the city. If those unregistered residences were paying comparable taxes, would those funds, along (with all the other revenue from short-term rentals) be available to put toward your affordable housing fund?

Thanks again for your reply; I know this is a mult-faceted issue and I hope the solutions can address the needs of all.

Joan

On Fri, May 13, 2022 at 7:51 AM Beggs, Breean <[bbeggs@spokanecity.org](mailto:bbeggs@spokanecity.org)> wrote:

Thanks so much Joan. We are attempting to gather all the feedback from as many stakeholders as possible to guide as as we do what is best for the entire City. Your well articulated perspective will be very helpful. Once we have an actual proposal on the table, we will also likely schedule some type of public engagement forum where we can hear from you and others in real time.

I do want to point out that the eviction moratorium imposed by the State expired last year and I don't see it coming back. The City Council also distributed tens of millions of dollars in rental assistance to landlords to mitigate some of the losses they experienced during that moratorium. I also don't see regulation of short term rentals as a solution for homeless individuals, because they need below market housing. I have heard many concerns from people just like you that short term rentals do pose larger impacts to adjoining properties than regular rentals; and, that the loss of market rate housing is making it more difficult for everyday families to find vacant rental housing.

Last I checked, there where almost 800 single family market rate residential units being diverted into short term rentals. Only a fraction of them where actually registered and licensed with the City. It seems appropriate to update our polices and enforcement and I look forward to your continued input.

Best,

Breean Beggs

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**From:** Joan Hunt <[craigandjoanhunt@gmail.com](mailto:craigandjoanhunt@gmail.com)>

**Sent:** Thursday, May 12, 2022 3:54 PM

**To:** Beggs, Breean <[bbeggs@spokanecity.org](mailto:bbeggs@spokanecity.org)>; Kinnear, Lori <[lkinnear@spokanecity.org](mailto:lkinnear@spokanecity.org)>; Wilkerson, Betsy <[bwilkerson@spokanecity.org](mailto:bwilkerson@spokanecity.org)>

**Subject:** Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Council President Beggs, and Council Members Kinnear and Wilkerson,

I am writing in response to the current conversation about changes to the City Code governing short term rentals and specifically to points brought up in the May 5, 2022 article in The Inlander, "Spokane may consider tweaking its Airbnb policy - if it can figure out what the current one is"

My husband and I are property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill in a Commercial/RO zoning. We have been told by City Planning that based on our zone, we can enter into leases of 30 days, but no less, so we have 2 units in our building that we have furnished and offer for extended stays and advertise through Airbnb. We also co-own one condo unit (for the last 9 months), in a residential area northwest of Kendall Yards that is currently a licensed short-term rental advertised through Airbnb. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. **We do**

our best to set our rents at rates that allow us to maintain our property, pay our mortgage and taxes, pay the professionals we have to hire to do work for us, pay our professional property management company, and create some reserve for unexpected expenses, but the economics of that do not make it possible for us to charge 'affordable housing' rates as defined by the local housing authority. So we don't fall into a category of those who, if they set up a short term rental, would be denying affordable housing by doing so.

In the 4 years we've owned the property, we have taken less than \$6500 a year from the property for personal income. In that same time, we have had to make improvements and updates to the interiors of every unit in our building as well as do roof repair and chimney repairs, replace all windows, siding, railings, stairs and decking, and prune large trees. This was because when we purchased the property from my dad's estate, he and my mom had provided low rental rates

(if not officially "affordable housing"), for so long, that they could not manage to keep up with the severe needs of the building, and the deterioration and resulting costs for repair and maintenance were overwhelming. The same tenants who my mom would provide birthday cards and Christmas cakes for, told us they did not report maintenance issues for fear that "our rent would be raised", which is pretty frustrating to hear, but reveals a bit of a not-uncommon mindset that we've encountered with tenants. Two of these tenants lived in the building for more than 20 years each and when we took on the building, we were dismayed at the amount of damage that existed from tenant neglect. We have done this work because we care about it, we believe we are good at it, we enjoy contributing to the neighborhood, and hope that one day it supplements our income. However, if we have an opportunity to make our lives smoother by having the option of diversifying our mix of rental options, and that allows us more income, we would like to take it.

We are also among small property owners who sustained financial losses during the more than 20-month rental moratorium. Specifically we had 2 tenants who stopped paying rent, would not apply for assistance, posed physical threats to others in the building and to workers next door to our building, and whom we could not evict because even with "just cause", no attorney would take our cases during the moratorium. Even if they had, we were told it would be very costly, and because of state laws, would take 6 months or more to go through the process of eviction. When one of these tenants finally went to jail for assaulting a construction worker next door to our building, he decided to flee town after he was released so we got our apartment back. Our cost to repair damage to the unit was \$4000, we had to wait 3 months for the glass to replace a broken window so lost time to re-rent the unit, and the tenant left owing \$2400 in unpaid rent that we could not recover. The other tenant whose "friends" visited her often, and for whom the police and paramedics were called 3 separate times for drug overdoses, and who twice fired a gun on our property, was finally convinced by our property manager to move. She left damages that cost \$3500 to repair and unpaid rent in the amount of \$2200. Because of this one tenant's

behaviour and our inability to evict her, we lost 2 other good tenants, two of whom we let out of their leases without penalty because we also feared for their safety and in good conscience could not expect them to stay when we no longer had the ability to do what was needed to provide a safe environment.

This backstory leads to why we are supportive of opening up other zoning areas to shorter-term units; our property is already being used for residential purposes, it has no negative impact on the neighborhood, we can provide a needed housing opportunity, we have more control over who is in our property, we have the freedom to immediately remove anyone who poses a danger, we have the ability to keep our units maintained by being in them more frequently and cleaning them regularly, the rent money is guaranteed prior to occupancy, we don't have the problem of squatters, and the additional income helps us keep up with rising costs for maintaining our property. With regard to costs, as an example, over the past 4 years our cost to renovate a unit has more than doubled. In 2018 we paid \$22,000 to update a 65 year-old 1 bedroom unit and today it will cost us \$48,000. The economics of keeping up a property, while paying usual costs such as professional management, mortgage, utilities, taxes, and maintenance simply do not allow us to charge the 'affordable housing' rates desired for our underhoused population. If we supplement our long-term rates with the shorter-term ones, it eases our burden and gives us a path toward a more stable business model.

President Beggs, in the Inlander article, you suggest charging additional fees of \$15 per night for short term rentals to fund affordable housing "since these units are taking away affordable housing". How do you know if these units would be priced as affordable housing by the owners if they were long-term housing versus short-term? I am aware of at least 7 studio studio units downtown currently rent for \$1000/month with \$50/month utility costs. And, if someone has to park a car, the rates are \$100/month in lots next to these buildings. If I'm correct, these costs are not consistent with affordable housing. So to assert that all units downtown are going to be affordable housing seems incorrect. Additionally, some of these units that I'm aware of are in very old buildings that have had to have extensive renovation or remodeling work to bring them to code in order for them to be habitable. Especially with inflation and supply chain issues, this is currently extremely costly work. Based on my experience as a business owner, I would guess it is not possible to charge lower rent on these units and be able to justify doing the necessary work to create this housing.

Unless the article is incorrect, it sounds like you may be thinking that needed changes will affect only two categories of persons; "big corporate Airbnb's" and "small-time homeowners renting out their rooms". I am neither of those entities, and my property is not in the downtown core. So to limit my ability to discern what works economically for me in my 8-unit building on the lower South Hill, by creating an ordinance limiting my ability to operate one unit as a short term unit because I already co-own another short term unit across town doesn't address my needs, and seems completely arbitrary; I am curious to know on what economic facts are you basing this suggestion.

Further, Council Member Kinnear, you are quoted as saying "We have almost 800 Airbnbs around"... "almost the same number of homeless in our city". Perhaps this quote is not contextualized correctly, but it sounds like you are saying that short-term housing is the reason 800 persons are unhoused in Spokane. If so, it's hard to believe that anyone who had looked into homelessness and its complexities, and anyone who had talked with rental property owners would be able to make such a correlation. And I personally feel it's a very misleading statement and a disservice to anyone reading this article who really cares about the issues and is looking for guidance about how to take a position on it.

It's also interesting that there is rarely a mention of the fact that beyond "tourism", short-term housing provides a service for a segment of the population for whom hotel stays or long term rentals don't work. Traveling professionals, health-care workers on contract, persons traveling to Spokane for extended health care, or to attend to or visit family members in the hospital for extended time, families who need intermediate housing while in the process of divorce, professionals coming to Spokane to perform in productions such as the Best of Broadway series or youth sports events all need and want options other than hotels. Additionally, those of us who have decided to offer short term housing through Airbnb pay taxes that benefit the region and state, collected and disbursed by Airbnb. From the Airbnb Site:

Airbnb [\*collects and pays\*](#) a number of taxes on your (the owner's) behalf, including:

- *The Washington Combined Sales Tax*
- *Special Host/Motel Tax*
- *Convention and Trade Center Tax*
- *Regional Transit Authority Tax*
- *Tourism Promotion Area Charges in the State of Washington*

*All locally imposed taxes on transient lodging will be collected on reservations in Washington. The Special Hotel/Motel Tax is typically 1-5% of the listing price including any cleaning fees for reservations 29 nights and shorter. Other local taxes vary and are only applicable in certain cities and counties.*

As small business owners who have long-term rentals as well as one short-term, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and

monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also pay our utility bills, our mortgages, our association dues and our property taxes. In our shorter term units, we provide a positive, high-quality, personal experience of Spokane hospitality which reflects well on our city. It is not necessarily always easy work, but it can be meaningful and satisfying.

Over the last 3 years, it seems like the intent of the State, and now our City Council, is to lay the burden of homelessness at our feet. In reality, this problem has been around and growing since the financial crisis of 2007-08, and the resulting fallouts from predatory lending activities have left long-lasting, complex and far-reaching problems that demand significant creativity, collaboration, and ongoing dedication to resolve for the long term. So expecting that private owners of residential rental property could suddenly have the power and responsibility to significantly impact this difficult issue is unfair and naive. Imagine trying to tell grocery store owners, restaurateurs, automobile sellers, lawyers, clothing retailers, or other small business owners who have something to offer the underhoused, that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing, transportation, or legal representation, and therefore these business owners must take on the weight of solving this problem in the way that property owners, especially over the last 3 years, have been asked to.

Please consider the long-term breadth of impact your decision making will have on varied members of this community. The changes brought into play by the historic housing crisis, and then the pandemic, have and will continue to

shape the way people live, work, and engage in community, and we benefit by recognizing the larger narrative of how and why changes are happening, in order to recognize the value and opportunity available in expanding short term housing options. I believe this can happen concurrently with, but not as a threat to devising real, long term solutions to this problem of under housed people, and that it can happen via a win-win situation.

Thank you for your service to our community, and for your willingness to look at this meaningful issue.

Sincerely,

Joan Hunt

**From:** [Planning Services Development Code](#)  
**To:** [Karen Riley](#); [Planning Services Development Code](#)  
**Cc:** [deBit, Donna](#)  
**Subject:** RE: AirBnB  
**Date:** Monday, April 10, 2023 11:21:34 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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Hi Karen,

Thank you for providing public comment about the proposed [Short-term Rental changes](#).

The proposed changes are not meant to keep people from operating a short-term rental if they choose to. One of the main points is to update the code so that properties which are offering vacation rentals without the appropriate business license and permit, or in a zone that currently doesn't allow it, can come into compliance.

Short-term rentals do have an effect on the supply of long-term housing options in our city, but we know that people also use them to say, pay the construction loan for a detached accessory dwelling unit they've built or to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed.

Please feel free to reach out if you have any questions or further comments. We're also holding a virtual open house this week if you would like to join:

**Thursday, April 13, 2023 from 5:30 – 6:30 p.m.**

Participate via video link on your computer:

- [Join meeting on Microsoft Teams](#)
- Meeting ID: 296 703 689 75
- Password: umVE27

Thank you,  
Amanda

**Amanda Beck, AICP** | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Karen Riley <karenriley98@gmail.com>  
**Sent:** Monday, April 3, 2023 3:43 PM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** AirBnB

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**



Please consider that many people rent out a portion of their home for additional income. That is way different than purchasing a property for the exclusive use as an AirBnB.

**From:** [Planning Services Development Code](#)  
**To:** [Liza Mattana](#); [Planning Services Development Code](#)  
**Cc:** [deBit, Donna](#)  
**Subject:** RE: Airbnb, VRBO city policy discussion  
**Date:** Monday, April 10, 2023 11:34:36 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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Hi Liza,

Thank you for providing public comment about the proposed [Short-term Rental changes](#). The City does charge for short-term rentals (STR), we require a business license and approval of a STR permit, and there is an annual renewal fee if you wish to continue the use. In our proposed changes we are increasing those to make sure we are covering costs.

Short-term rentals do have an effect on the supply of long-term housing options in our city, and we want to prioritize long-term rentals. We recognize that some property owners also utilize STRs to pay back the construction loan for a detached accessory dwelling unit, to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed. So, it's a fine balance of trying to limit the possible negative impact with the possible positive ability to fund new housing units or support existing residents.

Please feel free to reach out if you have any questions or further comments. We will record the open house and post the video on the project webpage (linked above) so you can watch it if you're interested.

And, your comment will be part of the public record once we go to public hearing with the Plan Commission and the City Council.

Thank you,  
Amanda

**Amanda Beck, AICP** | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | [abeck@spokanecity.org](mailto:abeck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)




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**From:** Liza Mattana <lizamattana@gmail.com>  
**Sent:** Saturday, April 8, 2023 7:29 AM  
**To:** Planning Services Development Code <erapsdc@spokanecity.org>  
**Subject:** Airbnb, VRBO city policy discussion

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hi

I won't be able to make this Thursday but wanted to provide comments

I think the city should charge fees for short term rentals. Not sure how, but i think it should be charged often enough or at a high enough rate that these kinds of rentals are discouraged. Priority for housing should be for city residents. if the impact of fees or taxes isn't felt, investors will buy up inventory further keeping housing out of reach for residents. fees would be used to help make housing more affordable in the city.

Also, another thought...Can the city charge fees to people that own houses in the city that are not their primary residence?? We live on 26th Ave just west of Bernard. On our block we have three houses that are largely unoccupied, except for a few days out of the year. One owner lives in Alaska, one in the west side of Washington and another in California. Can the city tax these properties? Then use the money to offset high rents or other ways to make housing more affordable. I think there is significant money to be gained to help folks. There are several homes, especially in our neighborhood on the south hill, that are unoccupied second, or even third and fourth homes.

Thanks for taking the time to read these comments. Hope it adds to the discussion.

Liza Mattana

453 W 26th Ave, Spokane, WA 99203

**From:** [deBit, Donna](#)  
**To:** [yolanda Herr](#)  
**Subject:** RE: Short Term Rental Code Updates - Housing Action Plan Ph. 2  
**Date:** Monday, April 24, 2023 12:12:00 PM

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Hi Yolanda,

Thanks for your comment. I'll add your comment to our record for the Short-Term Rental updates. Please feel free to reach out with any questions you may have in the future!

Thank you,



**Donna deBit** | Associate Planner | City of Spokane Development Services Center  
 Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | [spokanecity.org](http://spokanecity.org)

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

***I will be on maternity leave beginning May 15<sup>th</sup>, 2023***

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**From:** yolanda Herr <louiesfarmhome@gmail.com>  
**Sent:** Friday, April 21, 2023 11:25 PM  
**To:** deBit, Donna <ddebit@spokanecity.org>  
**Subject:** Re: Short Term Rental Code Updates - Housing Action Plan Ph. 2

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Have you ever thought that stricter laws to protect home owners would probably have people not be running g toward a short term rental. The current laws are ridiculous and it makes people who have worked hard not trust to rent out their home and help with what you call a problem. I had thus home as a rental but because of your laws they squatted...moved in people not on the lease caused me to spend thousands that I didn't have (law makers seem to think people with rentals are rich. Which is not true) to get them out. . I feel the state has taken their responsibility and pushed it off into rental owners . To allow someone to not pay rent fir half a year and not protect tge owner us horrible...now no one's wants to do this anymore and now you have a problem. Here is an idea make better laws to protect owners and you would not have this problem. There problem fixed. Your welcome!

On Fri, Apr 21, 2023 at 3:19 PM deBit, Donna <[ddebit@spokanecity.org](mailto:ddebit@spokanecity.org)> wrote:

Good afternoon!

You're receiving this email because you have an active City of Spokane Short Term Rental Permit **OR** have had one in the past.

You've likely seen short-term rentals (e.g. Airbnb, VRBO) in the news nationally for their possible impacts on long-term housing supply. In response to how this alternative lodging option has grown in popularity, Planning staff have been working on changes to provide for the orderly and safe provision of short-term rentals in Spokane. **Short-term rentals** are residential units (e.g. bedrooms, basements, entire dwellings) that the property owner rents to a guest for periods of **less than 30 days**.

Currently, short-term rentals (STRs) are only allowed in residential areas of the city and require a permit, which ensures the STR is operated in a safe manner that does not significantly affect the residential nature of the neighborhoods. Operating STRs in non-residential zoning districts changes the building use to a hotel/motel.

**What are the proposed changes under Shaping Spokane Housing?** ([Click to read draft](#))

- Expand where STRs may be located – such as in the downtown core and other non-residential zoning districts. This creates a path to compliance for existing units operating without permits.
- Cap the number of units by structure type. Low-density residential structures (single-family detached homes, duplexes) are limited to one STR unit. Structures with three or more units in residential zones are limited to 20% of the total units being rented out as STRs, and in non-residential zones will be limited to 30% of the total units.
- Establish annual life safety inspections through the Fire Department and require a notarized Life Safety Compliance form for new or renewing permits.
- Permit fees are changing to match the proposed regulation updates:
  - STRs in residential zones will pay \$200 and \$100 for their annual renewal;
  - STRs in non-residential zones will pay \$300 and \$150 for their annual renewal

Existing STRs that have a current permit will be allowed to grandfather their existing units. Those grandfathered permits would not be allowed to add more units, and go further out of compliance with changed regulations, or if the STR use was stopped and a new permit obtained your property would be subject to the new provisions for unit caps. This provision is being added to the proposed changes following comments from public outreach (it is not included in the draft on the website as this is being newly added).

Please feel free to email [DevelopmentCode@spokanecity.org](mailto:DevelopmentCode@spokanecity.org) with any questions related to the proposed changes, or visit our webpage at [HAP Phase 2 - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/HAP-Phase-2)

Thank you!



**Donna deBit** | Associate Planner | City of Spokane Development Services Center

Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | [spokanecity.org](http://spokanecity.org)

*Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW*

***I will be on maternity leave beginning May 15<sup>th</sup>, 2023***



**Spokane Tribe of Indians**  
**Tribal Historic Preservation Office**  
 P.O. Box 100 Wellpinit WA 99040

May 3, 2023

**To:** Amanda Black, Planner II

**RE: Home Action Plan Code Changes Phase 2-Short Term Rentals**

Ms. Beck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project, the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response we concur with recommendations made that the city is requesting "*housing action plan code changes phase 2 -short term rentals*", at this time I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

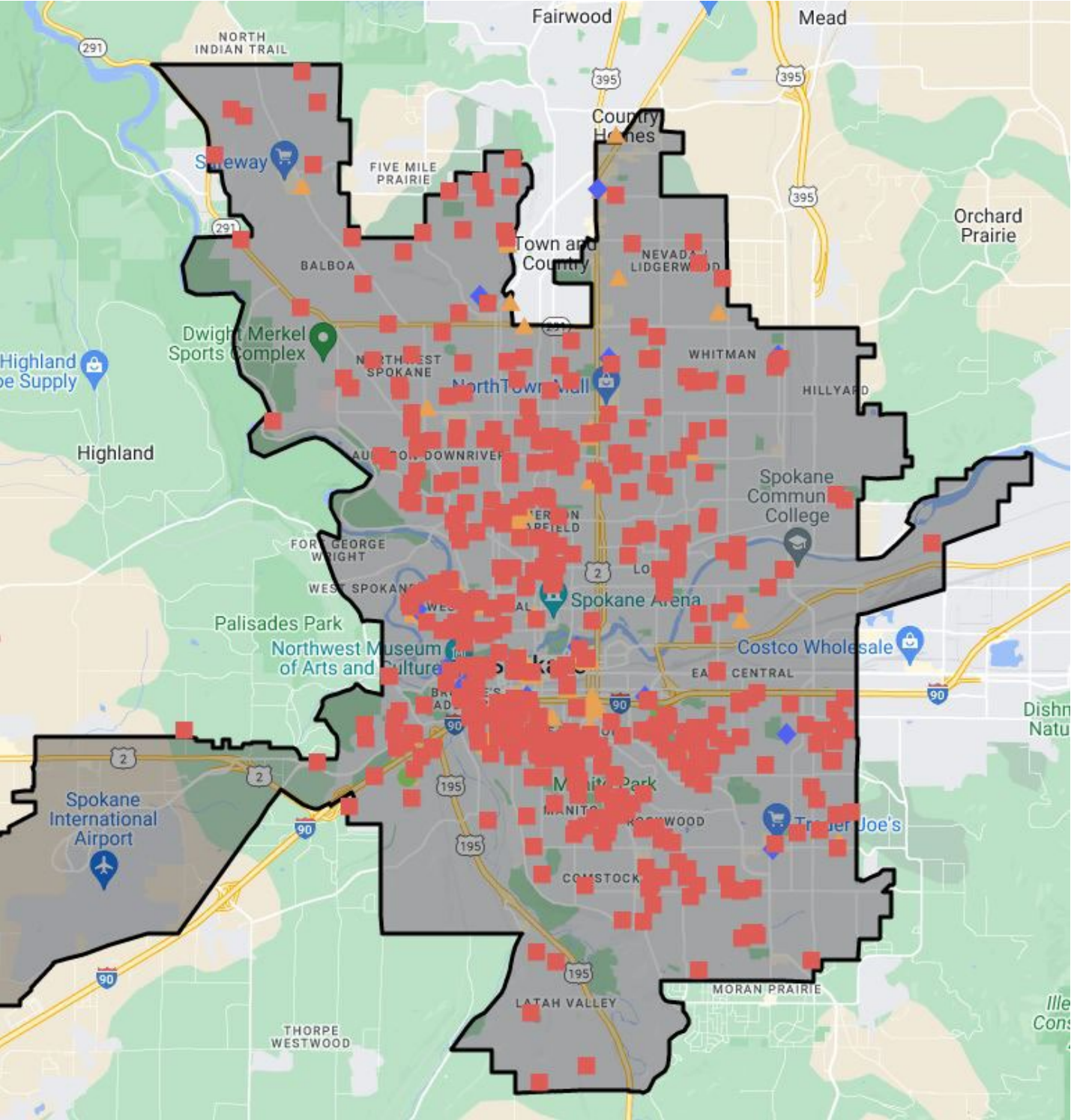
Should additional information become available or scope of work change our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson  
 Tribal Historic Preservation Officer.  
 Spokane Tribe of Indians



**Short-term rentals active as of May 2, 2023**  
**Total active listings: 648**



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## NEIGHBORHOOD GOAL N 1 – THE DOWNTOWN NEIGHBORHOOD.

*Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.*

**Neighborhood Policy N 1.1 – Downtown Development.** *Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.*

Discussion: Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.

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## URBAN DESIGN AND HISTORIC PRESERVATION GOAL DP 4 – DOWNTOWN CENTER VIABILITY.

*Create a vital, livable downtown by maintaining it as the region's economic and cultural center and preserving and reinforcing its historic and distinctly urban character.*

**Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers.** *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Discussion: Increasing the number of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more “eyes-on-the-street.” Supporting investments and opportunities is not only a benefit to developers and property owners, but to the general public as well, which can enjoy a safer, thriving business district.

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## ECONOMIC DEVELOPMENT GOAL ED 3 – STRONG, DIVERSE, AND SUSTAINABLE ECONOMY

*Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.*

**Economic Development Policy ED 3.10 – Downtown Spokane.** *Promote downtown Spokane as the economic and cultural center of the region.*

Discussion: Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

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## ECONOMIC DEVELOPMENT GOAL ED 8 – QUALITY OF LIFE AND THE ENVIRONMENT

*Improve and protect the natural and built environment as assets that attract economic development opportunities and enhance the City of Spokane's quality of life.*

**Economic Development Policy ED 8.3 – Recreation and Tourism Promotion.** *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Discussion: Recreational and tourism business opportunities abound in the Spokane region because of the geographical location and abundance of lakes, streams, and mountains. The Spokane River and Spokane Falls, in particular, are key outdoor recreation and tourism resources for the city.

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#### HOUSING GOAL H 1 – HOUSING CHOICE AND DIVERSITY.

*Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.*

**Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.** *Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.*

Discussion: Single-room occupancy (SRO) housing contains units for occupancy by one person. These units may contain food preparation areas, sanitary facilities, or both. Due to their small size, SRO units are less expensive to rent than regular apartments, so they often serve as the only affordable housing option for many lower-income individuals. Maintaining and increasing the supply of SRO housing is an important part of the lower-income housing market.

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING SHAPING SPOKANE HOUSING TEXT AMENDMENTS  
TO SHORT-TERM RENTALS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Shaping Spokane Housing text amendments. The proposal amends the Unified Development Code (UDC) Chapter 17C.316, Short Term Rentals.

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including a housing element meeting the requirements of RCW 36.70A.070(2).
- B. On July 26, 2021, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City, including the Implementation Plan included as Appendix A that outlines several strategies and policies to address short-term rental units in the City.
- C. The City's civic engagement contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use.
- D. Outreach and public communication began in November 2021, reaching nearly 400 residents, and included the following, among other community touch points:
  - 1. Presentations at the Land Use Subcommittee on November 18, 2021; February 17, 2022; and April 21, 2022;
  - 2. In-person booth at the Riverfront Park Winter Market on December 15 and 22, 2021;
  - 3. Presentation at Community Assembly on January 6, 2022;
  - 4. Presentation at Lincoln Heights Neighborhood Council on January 18, 2022;
  - 5. Virtual open houses on January 25 and 27, 2022;
  - 6. Presentation to the West Hills Neighborhood Council on April 12, 2022;
  - 7. Presentations at University District Development Committee and the West Hills Neighborhood Council on April 12, 2022;
  - 8. In-person booth at the Riverfront Park Spring Market on April 6, 13, 20, and 27, 2022;
  - 9. In-person open house on April 11 and a virtual open house on April 13, 2023; and
  - 10. Inclusion in the Community Assembly agenda packet for June 1, 2023.
- E. Public comment, as well as agency comments, received prior to the May 10, 2023, Plan Commission public hearing were included in the staff report as Exhibit D.

- F. On November 10, 2021, January 12, 2022, February 22, 2023, and April 26, 2023, the Spokane Plan Commission held workshops to discuss draft language, receive updates on draft language and public outreach, and review and evaluate with city staff alternatives to proposed text changes.
- G. On March 2, 2023, the Washington State Department of Commerce and appropriate state agencies received the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. On April 24, 2023, a notice of intent to adopt and request for SEPA agency comments was issued for the draft code pertaining to short-term rentals and the concurrent fee changes. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023. The Spokane Tribe of Indians issued comment noting project actions may require case by case cultural surveys.
- I. A legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023.
- J. The proposed text amendments were drafted and reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.
- K. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.
- L. The Plan Commission held a public hearing on May 10, 2023 to obtain public comments on the proposed amendments.
- M. During deliberations held on May 10, 2023, the Plan Commission voted to modify the proposed text in 17C.316.040.B concerning maximum number of short-term rental units permitted in structures in residential zones. Plan Commission directed staff to allow one or both dwelling units of a duplex to allow a short-term rental. Additionally, Plan Commission directed staff to strike text noting that a short-term rental in an accessory dwelling unit counts towards the maximum short-term rental units permitted. The motion passed unanimously.
  - 1. For the corresponding regulation of maximum short-term rental units in non-residential zones, Plan Commission directed staff to similarly allow one or both units of a duplex to have short-term rental units, and to strike text counting a short-term rental unit in an accessory dwelling unit towards the maximum allowed. This motion passed unanimously.
- N. During deliberations the Plan Commission indicated the preference to remove residential appearance requirements that would require no internal or external alterations that could make a residential structure less residential in nature, instead allowing that to be governed by other sections of the Spokane Municipal Code and directed staff to remove this language. The motion passed unanimously.

Findings of Fact, Conclusion, and Recommendation  
Shaping Spokane Housing Text Amendments to  
Short-term Rentals

1. The corresponding requirement about maintaining the residential nature of a structure was removed for short-term rental units in non-residential zones as well, with Plan Commission noting that such changes would not be impactful in zones that are not residential in nature. The motion passed unanimously.
- O. During deliberations the Plan Commission discussed the proposed notification requirement for short-term rentals in non-residential zones. Given that in the Downtown Core zone, and other zones where lots may be part of a condominium plat or very small, notification to adjacent property owners was deemed onerous on applicants. Plan Commission directed staff to remove the short-term rental notification requirement for permits in non-residential zoning districts. The motion passed unanimously.
- P. Except as otherwise indicated in the above findings, the Spokane Plan Commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- Q. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

## **CONCLUSIONS:**

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

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and non-residential zoning districts.
3. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.
5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted Shaping Spokane goals and policies:
  - a. Neighborhood Goal N 1 – The Downtown Neighborhood;
  - b. Economic Development Policy ED 3.10 – Downtown Spokane;
  - c. Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers;
  - d. Economic Development Policy ED 8.3 – Recreation and Tourism Promotion;
  - e. Housing Goal H 1 – Housing Choice and Diversity;
  - f. Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.

**RECOMMENDATION:**

In the matter of the ordinance pertaining to short-term rentals, amending the Unified Development Code of the City of Spokane;

As based on the above listed findings and conclusions, the Spokane Plan Commission takes the following actions:

1. By a unanimous vote, recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Chapter 17C.316, Short Term Rentals.
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

*Greg Francis*

[Greg Francis \(May 18, 2023 21:29 PDT\)](#)

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**Greg Francis, President**  
**Spokane Plan Commission**

May 18, 2023


# 2023-05-10\_PC Findings and Conclusions\_STRs

Final Audit Report

2023-05-19

Created:	2023-05-18
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-8P6Ne4-8E93aJONRYiQ9dS04enxxdCI

## "2023-05-10\_PC Findings and Conclusions\_STRs" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)  
2023-05-18 - 3:54:33 PM GMT- IP address: 174.165.162.230
-  Document emailed to gfrancis@spokanecity.org for signature  
2023-05-18 - 3:54:59 PM GMT
-  Email viewed by gfrancis@spokanecity.org  
2023-05-19 - 4:28:17 AM GMT- IP address: 73.225.178.203
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis  
2023-05-19 - 4:29:56 AM GMT- IP address: 73.225.178.203
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)  
Signature Date: 2023-05-19 - 4:29:58 AM GMT - Time Source: server- IP address: 73.225.178.203
-  Agreement completed.  
2023-05-19 - 4:29:58 AM GMT



**Agenda Sheet for City Council Meeting of:**

06/05/2023

**Date Rec'd**

5/22/2023

**Clerk's File #**

ORD C36389

**Renews #****Cross Ref #**

RES 2023-0043

**Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**COUNCIL MEMBER X6257  
CATHCART**Project #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**0320 - BALLOT PROPOSITION AMENDING THE CITY COUNCIL REDISTRICTING  
PROCESS**Agenda Wording**

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.

**Summary (Background)**

Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately based on input.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Council Notifications****Dept Head**

BYRD, GIACOBBE

**Study Session\Other**

04/17/2023 F&amp;A

**Division Director****Council Sponsor**

CM Cathcart &amp; CM Bingle

**Finance****Distribution List****Legal**

mcathcart@spokanecity.org

**For the Mayor**

sblackwell@spokanecity.org

**Additional Approvals**

jbingle@spokanecity.org

**Purchasing**

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Shae Blackwell
<b>Contact Email &amp; Phone</b>	<a href="mailto:sblackwell@spokanecity.org">sblackwell@spokanecity.org</a> / x6224
<b>Council Sponsor(s)</b>	CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Charter Amendment on Redistricting
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	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.
<b>Proposed Council Action</b>	F&A – 4/17, Council Action May 8
<b>Fiscal Impact</b> Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Not Required  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  It's important that citizens have the ability to weigh in on decennial redistricting, considering it is one of the essential public processes in our local government. Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately in the interest of all citizens based on input.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  This is a ballot proposition to the voters of the City of Spokane.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  This is a ballot proposition to the voters of the City of Spokane.	

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

This ballot proposition to the voters of the City of Spokane amends the current city council redistricting process.

## **ORDINANCE NO. C-36389**

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**, 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:

### **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**

1. The City, through the Plan Commission, shall seek candidates for the districting commission. The Plan Commission shall confirm that interested candidates are qualified for membership on the districting commission under Section B and not

otherwise prohibited from serving as members under Section C. The Plan Commission shall deliver a list of qualified candidates to the Mayor and City Council, including in the list the City Council districts in which each candidate lives and information confirming qualification for membership. All Plan Commission proceedings regarding interested candidates shall be open to the public.

2. 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.
3. 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.
4. 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.
5. If no chairperson is selected within 30 days, the City Plan Commission, by majority vote, shall appoint the non-voting chairperson.
6. A vacancy on the districting commission shall be filled by the authority who made the initial appointment, or their successor, within fifteen days after the vacancy occurs.

**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.

**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 Considerations**

The redistricting plan shall be consistent with Washington state law pertaining to the criteria for redistricting city council district boundaries, including the following criteria.

1. Each council district shall be as nearly equal in population as possible to each and every other district within the City.

2. Each district shall be as compact as possible.
3. Each district shall consist of geographically contiguous area. *Land areas may be deemed contiguous if they share a common land border or are connected by a highway or bridge. Areas separated by geographical boundaries or artificial barriers that prevent transportation within a district should not be deemed contiguous.*
4. Consistent with RCW 29A.76.010(4)(d), as may be amended from time to time, population data may not be used for purposes of favoring or disfavoring any racial group or political party.
5. To the extent feasible, the Council district boundaries shall coincide with existing recognized natural boundaries.
6. To the extent possible, the Council district boundaries shall preserve existing communities of related and mutual interest, including shared cultural, social, or economic characteristics.

**E. Redistricting Procedures**

1. The districting commission shall convene a minimum of five public hearings throughout the City 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 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 Commission to conduct its business. 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. The districting commission shall utilize the most recent available census information and guidelines for districting as established in RCW 44.05.090, as applicable.
5. 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 a justification of any deviation in a district from the average district population; (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 provide 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.

**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 four 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 one percent of the number of votes cast at the last preceding general municipal election.
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 state law regarding judicial review of redistricting plans.

**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 November 7, 2023, in conjunction with the scheduled general election, as the following proposition:

**CITY OF SPOKANE**

**PROPOSITION NO. 1**

**Amendment to the City Charter Regarding City Council Redistricting Process**

This proposition will amend the city council redistricting process by adding a new section 62 and repealing sections 59 and 60 of the City Charter as set forth in Ordinance No. C-36389.

Shall this measure be enacted into law?

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 general election to be held on Tuesday, November 7, 2023, 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

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

6/1/2023

**Clerk's File #**

RES 2023-0043

**Renews #****Cross Ref #**

ORD C36389

**Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**COUNCIL MEMBER X6257  
CATHCART**Project #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Considerations

**Requisition #****Agenda Item Name**

BALLOT PROPOSITION AMENDING THE CITY COUNCIL REDISTRICTING PROCESS

**Agenda Wording**

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION ON NOVEMBER 7, 2023 TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO THE SPOKANE C

**Summary (Background)**

Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately based on input.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

BYRD, GIACOBBE

**Study Session\Other**

04/17/2023 F&amp;A

**Division Director****Council Sponsor**

CM Cathcart &amp; Bingle

**Finance****Distribution List****Legal**

mcathcart@spokanecity.org

**For the Mayor**

sblackwell@spokanecity.org

**Additional Approvals**

jbingle@spokanecity.org

**Purchasing**

**RESOLUTION NO. 2023-0043**

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION ON NOVEMBER 7, 2023 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.

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, RCW 29A.04.330(3) requires the City to present a resolution calling for a special election on the general election date to the Spokane County Auditor no later than the date of the primary election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Section 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to call a special municipal election to be held on November 7, 2023 for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

**CITY OF SPOKANE**

**PROPOSITION NO. 1**

**Amendment to the City Charter Regarding City Council Redistricting Process**

This proposition will amend the city council redistricting process by adding a new section 62 and repealing sections 59 and 60 of the City Charter as set forth in Ordinance No. C-36389.

Shall this measure be enacted into law?

Yes .....☐

No .....☐

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 1, 2023.

Adopted \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

06/12/2023

**Date Rec'd**

5/26/2023

**Clerk's File #**

RES 2023-0044

**Renews #****Submitting Dept**INTEGRATED CAPITAL  
MANAGEMENT**Cross Ref #****Contact Name/Phone**

KEVIN PICANCO 625-6088

**Project #**

2023015

**Contact E-Mail**

KPICANCO@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Hearings

**Requisition #****Agenda Item Name**

4250 – RESOLUTION 2024-2029 SIX-YEAR COMPREHENSIVE STREET PROGRAM

**Agenda Wording**

Hearing for the 2024-2029 Six-Year Comprehensive Street Program on June 12, 2023. (Various Neighborhood Councils)

**Summary (Background)**

RCW 35.77 provides that pursuant to a public hearing process, each City shall update its Six-Year Transportation Improvement Program annually prior to July 1st and file a copy of the adopted program with the Secretary of Transportation no later than July 31st of that same year. The Plan Commission held a workshop on April 12, 2023. A public hearing was held on May 24, 2023 which provided a recommendation of approval.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

DAVIS, MARCIA

**Study Session\Other**

PIES (4/24/23)

**Division Director**

FEIST, MARLENE

**Council Sponsor**

KINNEAR

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

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**For the Mayor**

PERKINS, JOHNNIE

kpicanco@spokanecity.org

**Additional Approvals**

icmaccounting@spokanecity.org

**Purchasing**

publicworksaccounting@spokanecity.org

## **RESOLUTION 2023-0044**

**WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2024 through 2029; and**

**WHEREAS, the Spokane City Plan Commission, on May 24, 2023, following a public hearing, found the 2024-2029 Six-Year Comprehensive Street Program to be in full conformance with the City's Comprehensive Plan; and**

**WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the 2024-2029 Six-Year Comprehensive Street Program;**

**WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the 2024-2029 Six Year Comprehensive Street Program at 6:00 pm., at City Hall in Spokane, Washington on the 12th day of June, 2023.**

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended 2024-2029 Six Year Comprehensive Street Program is hereby adopted; and,**

**BE IT FURTHER RESOLVED, that a copy of the revised and extended 2024-2029 Six Year Comprehensive Street Program, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.**

**BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the 2024-2029 Six Year Comprehensive Street Program;**

**Adopted this 12th day of June, 2023**

\_\_\_\_\_  
**Terri Pfister, City Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**Assistant City Attorney**

**Agenda Sheet for City Council Meeting of:**

06/05/2023

**Date Rec'd**

5/15/2023

**Clerk's File #**

ORD C36388

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #**ORD C36232  
ORD C36296**Contact Name/Phone**

KEVIN FREIBOTT 6184

**Project #****Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Final Reading Ordinance

**Requisition #****Agenda Item Name**

BUILDING OPPORTUNITY AND CHOICES FOR ALL TIME EXTENSION

**Agenda Wording**

A five-month extension on the interim zoning ordinance adopted July 18, 2022. This extension would allow the interim zoning ordinance Building Opportunity and Choices for All to remain in effect until December 18, 2023.

**Summary (Background)**

The interim ordinance allows, among other things, the development of up to four residential units on any residential property in the City. The extension of the interim ordinance is necessary to allow for ongoing work to prepare and adopt a permanent replacement. The replacement ordinance is expected to be adopted by December of 2023.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

GARDNER, SPENCER

**Study Session\Other**Urban Experience: May  
8, 2023**Division Director**

MACDONALD, STEVEN

**Council Sponsor**CMs Cathcart and  
Wilkerson**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

SMITHSON, LYNDEN

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**For the Mayor**

PERKINS, JOHNNIE

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**Additional Approvals**

sgardner@spokanecity.org

**Purchasing**

kfreibott@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	Planning & Economic Development Department, Community and Economic Development Division
<b>Contact Name &amp; Phone</b>	Kevin Freibott, 625-6184
<b>Contact Email</b>	<a href="mailto:kfreibott@spokanecity.org">kfreibott@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Wilkerson, Council Member Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
<b>Agenda Item Name</b>	2022 Building Opportunity & Choices for All Interim Zoning Ordinance
<b>Summary (Background)</b>	<p>Council passed the Building Opportunity and Choices for All (BOCA) interim zoning ordinance, Ordinance No. C36232, on July 18, 2022 as a rapid response to the housing crisis. The interim zoning ordinance incentivized housing construction by, among other things, allowing for up to four units on residential lots citywide and modifying development and design standards to ensure compatibility of new residential with the existing neighborhood scale and context. In addition, the interim ordinance called upon the City to take the year BOCA was in place to develop a permanent replacement following a comprehensive public engagement process. The development of the permanent replacement to BOCA is currently underway and is expected to be completed in the following months.</p> <p>While significant work has been completed towards developing a permanent replacement to BOCA, more is still to be done to ensure that the replacement is well thought out and considers multiple topics around both the Comprehensive Plan and the Municipal Code. It is anticipated that this work will not be completed and considered by Council for adoption until late this year (2023). Staff anticipates that Council will have proposed Comprehensive Plan Amendments to consider in summer and attendant Municipal Code Amendments to consider in late fall.</p> <p>Because this work will not likely be completed until later in 2023, an extension of BOCA for a period of five months, ending December 2023, would ensure that the important changes made by BOCA do not expire before they can be permanently replaced by new ordinances. No change to the effects or requirements of BOCA is proposed at this time, only an extension to its expiration date.</p> <p>The Growth Management Act (RCW 36.70A.390) allows interim ordinances such as BOCA to be extended, provided that an ordinance extending it is adopted by City Council.</p>
<b>Proposed Council Action &amp; Date:</b>	<p>A proposed Ordinance (attached) extending the Building Choices and Opportunity for All Ordinance (C36232) by five months to December 18, 2023.</p> <p>A Final Reading and Hearing of this proposed ordinance is requested for May 29, 2023.</p>



**Fiscal Impact:**

Total Cost: \$0

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

Other budget impacts: None

**Operations Impacts**

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

This extension would allow staff to complete development of a permanent replacement for BOCA, which includes consideration of changes to policy and code that would, in part, seek to rectify and correct previous policies and code that have contributed to exclusion of certain parts of the community.

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

This is only a time extension and would not include or require any new or unique data collection.

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

This is only a time extension and would not include or require any new or unique data collection.

*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 extension of BOCA will allow completion of work called for in the original BOCA ordinance, the Spokane Housing Action Plan (HAP), the Council Action Memo appended to the HAP, and the Mayor's Proclamation of a Housing Emergency.

ORDINANCE NO C36388

AN ORDINANCE EXTENDING AND RENEWING ORDINANCE C36232, AS AMENDED BY ORDINANCE NO. C36296, AN INTERIM ZONING ORDINANCE CODIFIED IN CHAPTER 17C.400 SMC ESTABLISHING INTERIM ZONING REGULATIONS CONCERNING PERMITTING AND ENCOURAGING THE CONSTRUCTION OF LOW-INTENSITY RESIDENTIAL BUILDINGS IN RESIDENTIAL ZONING DISTRICTS AND MULTI-FAMILY HOUSING IN CENTER AND CORRIDOR ZONING DISTRICTS.

WHEREAS, on July 18, 2022 the City Council adopted Ordinance No. C36232, an interim zoning ordinance, to implement actions specified in RCW 36.70A.600(1), and adopting Chapter 17C.400 SMC to increase residential building capacity; and

WHEREAS, on October 24, 2022 the City Council adopted Ordinance No. C36296, amending SMC 17C.400.010 and 17C.400.030 to clarify requirements for airport overlay zones and the siting of parking facilities in relation to streets and residential structures, and declaring an emergency; and

WHEREAS, Ordinance No. C36232, as amended, is currently effective until July 18, 2023; and

WHEREAS, RCW 36.70A.390 authorizes the City to renew interim zoning ordinances adopted for one or more six-month periods if subsequent public hearings are held and findings of fact are made prior to each renewal; and

WHEREAS, pursuant to RCW 36.70A.390, a work plan was initiated to study the interim zoning ordinance and to provide time for public engagement and refinement of regulations before adopting permanent changes to the comprehensive plan and Title 17C SMC; and

WHEREAS, work is underway to comply with the aforementioned work plan and more time is required to prepare proposed permanent amendments asked for by the work plan and interim zoning ordinance; Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact. The preambles to Ordinance No. C36232, Ordinance No. C36296, and to this Ordinance are adopted as the City Council's findings of fact in support of the above-mentioned interim zoning regulations and the extension adopted herein.

Section 2. Interim Zoning Ordinance Extension. The interim zoning ordinance, as amended, which is codified in Chapter 17C.400 SMC shall be extended a period of five-months (effective until December 18, 2023), unless amended or cancelled by a new ordinance adopted by the City of Spokane. No other amendments to Chapter 17C.400 SMC are proposed at this time.

Section 3. 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.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council Meeting of:**

06/05/2023

**Date Rec'd**

5/17/2023

**Clerk's File #**

ORD C36390

**Renews #****Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Cross Ref #****Contact Name/Phone**

DEAN GILES 6121

**Project #****Contact E-Mail**

DGILES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

4700 PERMIT EXPIRATION TIME LIMIT

**Agenda Wording**

Ordinance extending the expiration time limits of building permits.

**Summary (Background)**

A large number of permits are not completed within the 360 day permit validity time, so requests for extension are frequent and time consuming (for both the Permit Team representative and the Building Official, who must review and approved/deny the request). These proposed change to 2 years will simplify the process. The additional time granted is expected to greatly reduce the number of permit extension requests. The end result will be less time spent by the Permit Team on verification of dates

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PALMQUIST, TAMI

**Study Session\Other**UE Committee  
4/10/2023**Division Director**

PALMQUIST, TAMI

**Council Sponsor**

CM'S Bingle and Cathcart

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**HARRINGTON,  
MARGARET

dgiles@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

dscadmin@spokanecity.org

**Additional Approvals**

tpalmquist@spokanecity.org

**Purchasing**

dgmurphy@spokanecity.org

## Committee Agenda Sheet

**\*Select Committee Name\***

<b>Submitting Department</b>	Development Services Center
<b>Contact Name</b>	Dean Giles
<b>Contact Email &amp; Phone</b>	<a href="mailto:dgiles@spokanecity.org">dgiles@spokanecity.org</a> , 509.625.6121
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 10 minutes
<b>Agenda Item Name</b>	Expiration of Building Permits
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>A large number of permits are not completed within the 360 day permit validity time, so requests for extension are frequent and time consuming (for both the Permit Team representative and the Building Official, who must review and approved/deny the request).</p> <p>These proposed change to 2 years will simplify the process. The additional time granted is expected to greatly reduce the number of permit extension requests. The end result will be less time spent by the Permit Team on verification of dates, and fewer extension requests which need to be processed.</p>
<b>Proposed Council Action</b>	Approval of Proposed Amendment
<b>Fiscal Impact</b> Total Cost: <u>No cost impacts expected</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? none	
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? We do not collect data on disparities	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The number of permit extension requests may be compared against previous year totals	
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 Plan Commission found this proposal to be consistent with the Comprehensive Plan

## ORDINANCE NO. C36390

An ordinance relating to the building code; amending SMC section 17G.010.030, Expiration of Building Permits

### Section 17G.010.030 Expiration of Building Permits

- A. Every permit issued by the building services department under the provisions of this code will expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit. Evidence of commencement would be an inspection entry on an issued permit or verification via a physical site visit by ~~((a building department inspector))~~ the Building Official or their representative. ~~((Before such work can be recommenced, a new permit must be first obtained, and the fee therefore is as provided in SMC 8.02.031(U) so long as no changes have been or will be made in the original plans and specifications for such work. The building official is authorized to grant, in writing, one or more extensions of time for periods not more than one hundred eighty days each. The extension shall be requested in writing and justifiable cause demonstrated and shall be presented to the building official \_\_\_\_\_ prior \_\_\_\_\_ to \_\_\_\_\_ permit \_\_\_\_\_ expiration.))~~
- B. Issued permits in which work has commenced within one hundred eighty days of issuance are valid for ~~((three hundred sixty five days))~~ two calendar years from issuance date.
- C. Courtesy Notices are sent in the mail to permit holders at least thirty days or more prior to the first expiration date telling the permit holder to call for inspections or request for extensions if additional time is needed. If the permit holder fails to obtain the necessary inspections or request extensions by the permit expiration date, the work will be presumed to be abandoned and the permit will expire by default.
- D. A permittee holding an unexpired permit may apply for an extension of the time within which he may commence work under that permit when he is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written or verbal request by the permittee identifying the circumstances necessary for the extension request.
- E. In order to renew action on a permit after expiration, the permittee must pay a new permit fee. Guidelines in SMC 8.02.031(U) will be followed.

**PASSED** by the City Council on \_\_\_\_\_.

---

Council President

Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

---

Mayor

---

Date

---

Effective Date



**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING TEXT AMENDMENTS TO EXPIRATION OF BUILDING PERMITS.**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Development Services. The proposal amends the Unified Development Code (UDC) Section 17G.010.030, Expiration of Building Permits.

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including an economic development element meeting the requirements of RCW 36.70A.070(7).
- B. RCW 36.70A.600 encourages the City to take several actions to increase its residential building capacity including by adopting permit process improvements where it is demonstrated that the code, development regulation, or ordinance changes will result in a more efficient permit process for customers.
- C. On July 26, 2021, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including strategy A3-continue to streamline and simplify changes to the City's permit process, as necessary.
- D. The proposed text amendments simplify the building permit process by extending the timeframes of valid permits (from 365 days to two calendar years) to reduce the number of permit extension requests. Most construction projects are completed within two years of the building permit being issued. Processing permit extension requests are time-consuming for both the Permit Team representative and the Building Official, who must review and approve/deny the request.
- E. The amendments to building permit expiration are procedurally exempt from SEPA review per WAC 197-11-800(19).
- F. February 22, 2023, Plan Commission held a workshop discussing the proposed text amendments.
- G. The proposed text amendments were reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in an unconstitutional taking of private property.
- H. A legal notice of public hearing was published in the *Spokesman-Review* on March 8, 2023, and March 15, 2023.
- I. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

- J. The Plan Commission held a public hearing on March 22, 2023, to obtain public comments on the proposed amendments. No comments were received.
- K. During deliberations held on March 22, 2023, the Plan Commission discussed a motion to recommend the proposed text amendments to City Council. This motion passed unanimously.
- L. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17C.025.010(G).

**CONCLUSIONS:**

Based upon the draft text amendments, SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to text amendments to Expiration of Building Permits:

- 1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
- 2. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
- 3. A SEPA review was completed for the proposal, and pursuant to WAC 197-11-800(19) is determined to be procedurally exempt.
- 4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:
  - a. Housing Goal H 1 – Housing Choice and Diversity
  - b. Housing Policy H 1.14 – Building, Fire, Infrastructure, and Land Use Standards
  - c. Economic Development Goal ED 7 – Regulatory Environment and Tax Structure
  - d. Economic Development Policy ED 7.6 – Development Standards and Permitting Process

**RECOMMENDATION:**

In the matter of the ordinances pertaining to expiration of building permits, amending the Unified Development Code of the City of Spokane.

As based on the above listed findings and conclusions, by unanimous vote of, the Spokane Plan Commission takes the following actions:

- 1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17G.010.030.
- 2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

*Greg Francis*

Greg Francis (Mar 28, 2023 11:06 PDT)

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**Greg Francis, President**

**Spokane Plan Commission**

**Mar 28, 2023**

---


# Plan Commission findings and conclusions - expiration of building permits

Final Audit Report


2023-03-28


Created:	2023-03-28
By:	Ryan Benzie (rbenzie@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAARaOYI9s1ACliVYm5pgUWsJMg14qMy-eK


## "Plan Commission findings and conclusions - expiration of building permits" History


 Document created by Ryan Benzie (rbenzie@spokanecity.org)  
2023-03-28 - 1:59:18 PM GMT

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2023-03-28 - 1:59:42 PM GMT

 Email viewed by gfrancis@spokanecity.org  
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 Signer gfrancis@spokanecity.org entered name at signing as Greg Francis  
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 Agreement completed.  
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